

Baldwin County Commission



Work Session Meeting Agenda

Monday, October 5, 2020

8:30 AM

Baldwin County Foley Satellite Courthouse
Large Meeting Hall
201 East Section Avenue, Foley, Alabama 36535

Regular Meeting Agenda

Tuesday, October 6, 2020

8:30 AM

Baldwin County Administration Building
County Commission Chambers
322 Courthouse Square, Bay Minette, Alabama 36507

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

Wayne A. Dyess, County Administrator

Public hearings commence at 8:30 AM.

All individuals wishing to speak must fill out a speaking request form. Speakers are asked to limit comments to 3 minutes. Groups are asked to select a spokesperson to speak on behalf of the group with time allotted to the spokesperson being limited to 5 minutes.

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

The public may submit comments or questions to the County Commissioners by email or by telephone at 251.937.0264.

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

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

September 14, 2020, Emergency Special Meeting (Hurricane Sally)
September 22, 2020, Regular Meeting
September 30, 2020, Emergency Special Meeting (Hurricane Sally)

B ACTION ITEMS

BA ADMINISTRATION

- | | | |
|------------|---|--------------------------------|
| BA1 | Acknowledgement of Tax Abatement - Loxley Industrial Development Board - Aldi Inc. (Alabama) & Affiliates | <u>21-0034</u> |
| BA2 | Baldwin County Library Board - Board Appointment(s) | <u>21-0006</u> |
| BA3 | Resolution #2021-001 - Appropriation from the Commission Discretionary Fund - Mobile Bay Area Veterans Day Commission, Inc. | <u>21-0004</u> |
| BA4 | Space Allocation in County Facilities - Allocation of Space at Central Annex in Robertsedale, Alabama | <u>21-0021</u> |

BC ARCHIVES AND HISTORY

- | | | |
|------------|---|--------------------------------|
| BC1 | Request from Kathi Hadden, Cub Scout Pack 321 - Annual Rain Gutter Regatta Races at Bicentennial Park | <u>21-0005</u> |
|------------|---|--------------------------------|

BE BUDGET/PURCHASING

-
- | | | |
|------------|--|--------------------------------|
| BE1 | Competitive Bid #WG20-45 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission | <u>21-0018</u> |
| BE2 | Competitive Bid #WG20-50 - Purchase of Three (3) New Steel Storage Containers for the Baldwin County Commission | <u>21-0019</u> |
| BE3 | Competitive Bid #WG20-51 - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission | <u>21-0017</u> |
| BE4 | Competitive Bid #WG21-01 - Purchase and Installation of One (1) New 24kW Generator and One (1) New 100 AMP Automatic Transfer Switch for the Baldwin County Commission | <u>21-0016</u> |
| BE5 | *Purchase of One (1) New Vehicle for Baldwin County Commission | <u>21-0052</u> |
| BE6 | Quote for the Purchase and Installation of One (1) New 150 Kw Generator for the Baldwin County Annex I & Annex II Buildings Located in Bay Minette, AL | <u>21-0020</u> |
| BE7 | Resolution #2021-008 - Baldwin County's Taxable General Obligation Warrants, Series 2020-B, to be dated October 22, 2020 | <u>21-0051</u> |
| BJ | ELECTED OFFICIALS | |
| BJ1 | Digital Information Cooperative Agreement with the Alabama Department of Transportation (ALDOT) | <u>21-0031</u> |
| BK | EMERGENCY MANAGEMENT AGENCY (EMA) | |
| BK1 | Fiscal Year 2021 Alabama Department of Public Health Strategic National Stockpile Grant Agreement | <u>21-0007</u> |
| BK2 | Fiscal Year 2021 Joint Funding Agreement between the Baldwin County Commission and the U.S. Geological Survey | <u>21-0008</u> |
| BK3 | FEMA License / Use Agreements - Hurricane Sally Disaster Assistance | <u>21-0049</u> |
| BL | ENVIRONMENTAL MANAGEMENT | |
| BL1 | *Architectural Services for Office Renovations and Additions at Magnolia Landfill | <u>21-0022</u> |
| BL2 | Residential Garbage Collection Service Late Fees and Show Cause Process during Hurricane Sally Recovery | <u>21-0023</u> |
| BQ | PERSONNEL | |
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- | | | |
|------------|--|--------------------------------|
| BQ1 | Highway Department (Silverhill) - Employment of One (1) Operator Technician I | <u>21-0013</u> |
| BQ2 | Highway Department (Traffic Operations) - Transfer of Employee Into Operator Technician I Position | <u>21-0014</u> |
| BQ3 | Juvenile Detention Center - Personnel Changes | <u>21-0010</u> |
| BQ4 | Probate Office - Promotion of Employee into License Revenue Officer II Position | <u>21-0011</u> |
| BQ5 | Revenue Commission (Re-Appraisal) - Personnel Changes | <u>21-0012</u> |

C PRESENTATIONS

CA GENERAL

- | | | |
|------------|--|--------------------------------|
| CA1 | Proclamation - Archives Month - October 2020 | <u>21-0009</u> |
|------------|--|--------------------------------|

D PUBLIC HEARINGS

DA ADMINISTRATION

- | | | |
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| DA1 | Cable Options Inc. - Cable Television System Franchise Agreement | <u>21-0035</u> |
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DF BUILDING INSPECTION

- | | | |
|------------|--|--------------------------------|
| DF1 | Amendment to the Baldwin County Building Department Fee Schedule | <u>21-0015</u> |
| DF2 | Amendment to Previously Adopted 2018 International Building Code and the Baldwin County Supplemental Code for Residential Construction | <u>21-0024</u> |

DR PLANNING AND ZONING

- | | | |
|------------|--|--------------------------------|
| DR1 | Amendments to the Text of the Baldwin County Subdivision Regulations | <u>21-0025</u> |
| DR2 | Case No. Z-20026 - Merritt and Walding, LLP Property Rezoning | <u>21-0042</u> |
| DR3 | Case No. Z-20027 - Estate of Inez Stots Property Rezoning | <u>21-0043</u> |
| DR4 | Case No. Z-20028 - Estate of Inez Stots Property Rezoning | <u>21-0044</u> |
| DR5 | Case No. Z-20029 - Schambeau Property Rezoning | <u>21-0045</u> |

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [21-0027](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as
Allowed Under Policy 8.1 [21-0026](#)

F DISCUSSION ITEMS

FA ADMINISTRATION

FA1 Amendment of Lillian Recreational Center, Inc. Lease Agreement [21-0032](#)

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

HA1 Planning (Zoning) District 19 - Request for Zoning Election [21-0068](#)

HA2 License Agreement No. 20031 - Right of Way off State Highway 180 [21-0072](#)

I ADMINISTRATIVE REPORT

J COUNTY ATTORNEY'S REPORT

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

N ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 21-0034, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Barbara Pate, Commission Executive Assistant

ITEM TITLE

Acknowledgement of Tax Abatement - Loxley Industrial Development Board - Aldi Inc. (Alabama) & Affiliates

STAFF RECOMMENDATION

In observance with §40-9B-5(d), Code of Alabama (1975), take the following actions:

- 1) Acknowledge the receipt, on September 8, 2020, and by certified mail, of a Resolution, by the Loxley Industrial Development Board granting a Tax Abatement to Aldi Inc. (Alabama) & Affiliates; and
- 2) Forward to the Office of Revenue Commissioner of Baldwin County and Office of Probate Judge of Baldwin County the Resolution(s) and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Tax Abatement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 40-9B-1, et seq., Code of Alabama 1975, or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant Tax Abatements in their respective effort to attract new industries and encourage existing industries to expand their pursuits in their varied jurisdictions.

Section 40-9B-5, Code of Alabama 1975, which is entitled "Granting of Abatement," provides: "(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted."

Staff requests the County Commission acknowledge receipt of the Resolution by Loxley Industrial

Development Board granting the above referenced Tax Abatement and, further, forward to the Office of Revenue Commissioner of Baldwin County and Office of Judge of Probate of Baldwin County the Resolution and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Tax Abatement.

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: Correspondence to:

The Honorable Teddy Faust
Revenue Commissioner
Baldwin County, Alabama
Post Office Box 1389
Bay Minette, Alabama 36507

The Honorable Harry D'Olive

Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

cc: Ron Cink, Cian Harrison and Heather Gwynn

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

Additional instructions/notes: N/A



**BALDWIN
COUNTY**

ECONOMIC
DEVELOPMENT
ALLIANCE

P.O. BOX 1340 ROBERTSDALE, AL 36567
www.baldwineda.com

4Bcc
WDyon
RCMLC
CHamison

September 3, 2020

RECEIVED
SEP 03 2020

BY: *AKS*

Honorable Billie Jo Underwood, Chairman
Baldwin County Commission
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

CERTIFIED MAIL

Dear Commissioner Underwood,

As required by Alabama Law, I am enclosing a copy of the executed tax abatement application, resolution, and agreement granted to Aldi Inc. (Alabama) & Affiliates by the Loxley Industrial Development Board for a new project. The project is located in Baldwin County, inside the limits of the Town of Loxley.

Thank you for your time and consideration in this matter. If you have any questions, please call me at (251) 970-4003.

Sincerely,

Tanner Jones, Research Analyst
Baldwin County Economic Development Alliance



**BALDWIN
COUNTY**

ECONOMIC
DEVELOPMENT
ALLIANCE

P. O. Box 2243 • Fairhope, Alabama 36533



7020 0090 0000 8683 6032

RECEIVE
SEP 08 2020

BY: *eks*

Hon. Billie Jo Underwood
Baldwin County Commission
Baldwin County Admin. Building
312 Courthouse Sq., Suite 12
Bay Minette, AL 36507

This Resolution is made this 13th day of July, 2020 by the Loxley Industrial Development Board (the Granting Authority), to grant a tax abatement to Aldi Inc. (Alabama) & Affiliates (the Company).

WHEREAS, the Company has announced plans for a (check one):

- ☒ new project or
- ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- ☒ all state and local noneducational property taxes,
- ☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ☐ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$ \$116,130,000 by Aldi Inc. (Alabama) & Affiliates.; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- ☒ all state and local noneducational property taxes,

- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- o all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Loxley Industrial Development Board at a meeting held on the 13th day of July, 2020.


(Secretary)



Baldwin County Commission

Agenda Action Form

File #: 21-0006, Version: 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Baldwin County Library Board - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Baldwin County Library Board (Baldwin County Cooperative, Inc.), take the following actions:

- 1) Reappoint Ms. Diane Sims as a member for a four-year term, to continue from October 1, 2020, and expire on October 1, 2024; and
- 2) Reappoint Ms. Betty Wood as a member for a four-year term, to continue from October 1, 2020, and expire on October 1, 2024.

BACKGROUND INFORMATION

Previous Commission action/date: November 5, 2019

Background: The Baldwin County Commission created the Baldwin County Library Board during its April 2, 1963, regular meeting, pursuant to the authority granted the County Commission per Title 55 §285, 286, 287 & 289, Code of Alabama 1975 Recompiled 1958, as a five (5) member Library Board to supervise the business of the, then, county library. Today, the county library is called the "Baldwin County Library Cooperative, Inc."

In 1975, the Alabama Legislature recompiled the General Laws of Alabama, found within and known, at that time, as the Code of Alabama Recompiled 1958, into what, today, is known as the Code of Alabama 1975. Within the Code of Alabama 1975, specifically at §11-90-1, et seq., remains, substantively, the provisions found at Title 55 §285, 286, 287 and 289, Code of Alabama Recompiled 1958. Therefore, per §11-90-1, et seq., specifically §11-90-2, Code of Alabama 1975, the County Commission is authorized and required to appoint all members to the five (5) member library board known as the Baldwin County Library Board.

While the "Baldwin County Library Cooperative, Inc." is a non-profit corporation established in 2000,

its governing records require the County Commission to appoint the membership of the board pursuant to the above cited Alabama law found at §11-90-1, et seq., of the Code of Alabama 1975.

Today, all members of the five (5) member Baldwin County Library Board serve four (4) year terms, each, through appointment by the Baldwin County Commission and are disallowed from receiving compensation for their service on said board. Notably, the governing law sets forth no required qualifications for appointments/re-appointments on this board.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Ms. Diane Sims
7634 Hoppes Drive
Foley, Alabama 36535

Ms. Betty Wood
12889 Michigan Avenue
Elberta, Alabama 36530

Elizabeth Webb, Interim Director
Baldwin County Library Cooperative
director@baldwincountylibrary.org

Additional instructions/notes: N/A

BALDWIN COUNTY LIBRARY BOARD
(a/k/a BALDWIN COUNTY LIBRARY COOPERATIVE, INC.)

Post Office Box 339
Robertsdale, Alabama 36567
(251) 947-7632

General Board Information:

Appointed by Baldwin County Commission
Five (5) members
Term of each member is Four (4) years
Board established during April 2, 1963, regular meeting
Statutory Authority - §11-90-2, Code of Alabama 1975

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Dr. Theresa Harden 23382 Cornerstone Diver Loxley, AL 36551	Appointed 08/20/2019 to fill the place-seat formerly held by Joe Coleman for a pro-rata reduced term 08/20/2019 Thanked Joe Coleman for his prior civic service	4 years	10/01/2022
Chad Yarbrough 19117 Fairfield Drive Fairhope, AL 36532	Appointed 11/05/2019 to fill the place-seat formerly held by Walter Penry for a pro-rata reduced term 11/05/2019 Thanked Walter Penry for his prior civic service	4 years	10/01/2021
Betty Wood 12889 Michigan Avenue Elberta, AL 36530	Appointed 10/04/2016 for a pro-rata reduced term to fill the place seat formerly held by Doris Palmer 10/04/2016 Thanked Doris Palmer for her prior civic service	4 years	10/01/2020
Diane Sims 7634 Hoppes Drive Foley, AL 36535	Appointed 11/05/2019 to fill the place-seat formerly held by Benjamin Bailey for a pro-rata reduced term 11/05/2019 Thanked Benjamin Bailey for his prior civic service	4 years	10/01/2020
Donna Bing 20700 Kenneth King Lane Fairhope, AL 36532	Appointed 11/05/2019 to fill the place-seat formerly held by Betty Suddeth for a pro-rata reduced term 11/05/2019 Thanked Betty Suddeth for her prior civic service	4 years	10/01/2022

REVISED: 11/05/2019 - met



Baldwin County Commission

Agenda Action Form

File #: 21-0004, Version: 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Resolution #2021-001 - Appropriation from the Commission Discretionary Fund - Mobile Bay Area Veterans Day Commission, Inc.

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve Resolution #2021-001 of the Baldwin County Commission, which appropriates not more than \$5,000.00 from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2020-2021, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic non-profit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2020 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans; and
- 2) Related to the aforesaid, execute an Agreement between the Baldwin County Commission and Mobile Bay Area Veterans Day Commission, Inc., to effect the \$5,000.00 appropriation with a term of (4) months, Commencing October 6, 2020, and expiring February 6, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: October 1, 2019

Background: The Mobile Bay Area Veterans Day Commission, Inc. has requested funding assistance from the Baldwin County Commission related to the 2020 Mobile Area Veterans Day Activities in Mobile, Alabama.

The appropriation of \$5,000.00 is proposed to be made from the Commission Discretionary Fund and

by Agreement between the Baldwin County Commission and Mobile Bay Area Veterans Day Commission, Inc.

FINANCIAL IMPACT

Total cost of recommendation: \$5,000.00

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

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

Letter, copy of Resolution and
original Agreement to:

Mr. Steven D. Carey, Colonel,
U.S. Air Force (Retired)
President

Mobile Bay Area Veterans Day
Commission, Inc.
Post Office Box 321
Daphne, Alabama 36526

cc: Cian Harrison, Eva Cutsinger, Ronald J. Cink, Christie Davis

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2021-001
OF THE
BALDWIN COUNTY COMMISSION**

PROVIDING FOR AN APPROPRIATION FROM THE "COMMISSION DISCRETIONARY FUND" AS AUTHORIZED BY SECTION 45-2-161 OF THE CODE OF ALABAMA (1975).

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 [codified at Section 45-2-161 of the Code of Alabama 1975] 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 \$5,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2020-2021, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic nonprofit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2020 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States shall participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans; 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 \$5,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2020-2021, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic nonprofit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2020 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States shall participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and

all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 6th day of October, 2020.

Billie Jo Underwood, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the MOBILE BAY AREA VETERANS DAY COMMISSION, INC. (hereinafter referred to as “VETERANS DAY COMMISSION”), is a non-profit corporation organized to, among other things enumerated in their governing Articles of Incorporation, support and conduct an annual enhanced Veterans Day observance in the greater Mobile Bay (Alabama) area to honor the veterans and members of the seven uniformed services of the United States and the United States Merchant Marine, as well as all reserve, National Guard and inactive components of such services; further, to recognize all past, present and future contributions of these men and women to the security and well being of our nation; and, further, to seek an increased public awareness of the value of the contributions and accomplishments of veterans and their role in shaping American history; and

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

WHEREAS, the COMMISSION recognizes the public and civic purposes for which the VETERANS DAY COMMISSION was organized, said public and civic purposes strengthening the economic ties of the Veterans of Mobile and Baldwin Counties and the virtues of good citizenship, patriotism, furthermore, providing a venue to honor all Alabamians who participated in all armed conflicts of the United States, representing the veterans of all branches of the United States Armed Services in all conflicts and educating the public on their contributions and sacrifices through annual Veterans Day activities and, in recognition of the aforesaid public and civic purposes, the COMMISSION desires to appropriate Five Thousand Dollars (\$5,000.00) to the VETERANS DAY COMMISSION, to partner with the VETERANS DAY COMMISSION in its provision of the VETERANS DAY COMMISSION 2020 Veterans Day Public Activities to be conducted on November 11, 2020, in Mobile, Alabama (hereinafter referred to as “2020 VETERANS DAY ACTIVITIES”); and

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

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

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. All VETERANS DAY COMMISSION facilities, services and activities, including, but not limited the 2020 VETERANS DAY ACTIVITIES, shall be accessible to the general public in accordance with VETERANS DAY COMMISSION rules and policies.

3. The VETERANS DAY COMMISSION and 2020 VETERANS DAY ACTIVITIES shall have a nondiscriminatory policy, and its facilities, services and activities, including, but not limited the 2020 VETERANS DAY ACTIVITIES, shall be available to the general public regardless of race, age, gender, disability or religion.
4. The COMMISSION shall assist the VETERANS DAY COMMISSION by providing the VETERANS DAY COMMISSION a one-time total funding appropriation of Five Thousand Dollars (\$5,000.00) to partner with the VETERANS DAY COMMISSION in its provision of the 2020 VETERANS DAY ACTIVITIES to be conducted on November 11, 2020, in Mobile, Alabama, which activities shall benefit the public and civic purposes of strengthening the virtues of good citizenship, patriotism, furthermore, honoring all Alabamians who participated in all armed conflicts of the United States and representing the veterans of all branches of the United States Armed Services in all conflicts to, collectively, educate the public on their contributions and sacrifices.
5. The VETERANS DAY COMMISSION expressly agrees to use the one-time total funding appropriation set forth at Section 4 of this Agreement consistent with this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 4 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 4 of this Agreement, as provided by the COMMISSION, be utilized, by the VETERANS DAY COMMISSION only toward the purpose set forth at Section 4 of this Agreement.
6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the VETERANS DAY COMMISSION on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the VETERANS DAY COMMISSION is an agent of the COMMISSION.
7. To the fullest extent allowed by law, the VETERANS DAY COMMISSION shall fully indemnify, defend and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the VETERANS DAY COMMISSION or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 7 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
8. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
9. The VETERANS DAY COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

- a. Supply to the COMMISSION, within thirty (30) days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
10. This Agreement, provided in the form as one (1) original instrument for the records of the VETERANS DAY COMMISSION and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the VETERANS DAY COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
11. This Agreement shall be in effect for a period of four (4) months, or in a shorter time as may be determined by the COMMISSION, commencing October 6, 2020, and expiring February 6, 2021, and may be amended, during the aforementioned period of four (4) months, only by written amendment executed by the COMMISSION and the VETERANS DAY COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the VETERANS DAY COMMISSION.

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

BALDWIN COUNTY COMMISSION

BILLIE JO UNDERWOOD

As Its: Chairman

Date: _____

ATTEST:

WAYNE A. DYESS
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE A. DYESS, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and whom are known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such officers of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

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

NOTARY PUBLIC

My Commission expires: _____

**MOBILE BAY AREA VETERANS DAY COMMISSION,
INC.
P.O. Box 2187
Mobile, Alabama 36652-2187**

STEVEN D. CAREY, Colonel, U.S. Air Force (Retired)
As Its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that STEVEN D. CAREY, Colonel, U.S. Air Force (Retired), as President of the Mobile Bay Area Veterans Day Commission, Inc., whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such President of the Mobile Bay Area Veterans Day Commission, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Mobile Bay Area Veterans Day Commission, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2019.

NOTARY PUBLIC
My Commission expires: _____



**MOBILE BAY AREA VETERANS DAY
COMMISSION, INC.**

PO Box 321 Daphne AL 36526
(251) 431-8656 • vetsdaycommission@gmail.com



President, Baldwin County Commission

It is with great pleasure that the Mobile Bay Area Veterans' Day Commission welcomes and invites the Baldwin County Commission, schools, and citizens to participate in the annual Mobile Bay Area Veteran's Day festivities.

All are encouraged to attend and participate in Annual Mobile Bay Area Veterans' Day Parade through downtown Mobile at 10:00 am Wednesday 11 November 2020. A convertible will be provided for the Baldwin County Commission President to ride in the parade. All Baldwin County JROTC units are invited to march in the parade and all Baldwin County High School Bands are also invited to march in the parade.

Baldwin County 4th Graders are invited to participate in a Veterans' Day Assembly in the aircraft pavilion 3:00pm Wednesday 11 November 2020 at USS ALABAMA Battleship Park. All Baldwin County residents are invited to the Mobile Pops Patriotic Concert 7:00pm that evening also in the aircraft pavilion.

The Baldwin County Commission is invited to the Annual Mobile Bay Area Veterans' Day Luncheon 12:00pm Wednesday 11 November 2020 in Fort Whiting. Baldwin County will be recognized for their participation and contribution.

The Mobile Bay Area Veterans' Day Commission requests a \$5,000 contribution from the Baldwin County Commission to help defray the costs of the Veterans' Day activities. Thank you for your support.

Respectfully,

Colonel Steve Carey USAF (Retired)
President Mobile Bay Area Veterans Day Commission



Alabama Secretary of State



Mobile Bay Area Veterans Day Commission, Inc.	
Entity ID Number	772 - 605
Entity Type	Domestic Non-Profit Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	3-4-1986
Registered Agent Name	TOENES, DAVID A
Registered Office Street Address	451 GOVERNMENT ST MOBILE, AL 36652
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	STEWART, WILLIAM HART
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SCHIAVONI, VINCENT P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	3-4-1986 Certificate of Formation 16 pgs.

[Browse Results](#)
[New Search](#)



Baldwin County Commission

Agenda Action Form

File #: 21-0021, Version: 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Commission Executive Assistant

ITEM TITLE

Space Allocation in County Facilities - Allocation of Space at Central Annex in Robertsedale, Alabama

STAFF RECOMMENDATION

Take the following Action:

Baldwin County Central Annex Building in Robertsedale

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 #2021-005 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Central Annex Building located at 22251 Palmer Street in Robertsedale, Alabama.

(Resolution #2021-005 repeals Resolution #2017-052, adopted by the Commission on February 21, 2017.)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

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 office space to be utilized by the various county officers and/or offices at all Baldwin County Commission facilities.

The Baldwin County Economic Development Alliance relocated from the Baldwin County Central Annex Building in July 2020. Baldwin County Planning and Zoning relocated to the Baldwin County Central Annex Building in September 2020. This resolution is to update the space allocation to reflect the change that has already taken place.

At this time, staff presents to the Baldwin County Commission proposed space allocations for the

Central Annex Building in Robertsedale (see attached Resolution #2021-005).

The last space allocation change for the Baldwin County Central Annex Building in Robertsedale was approved by Resolution #2017-052., adopted on February 21, 2017.

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 Library and Resolutions Library on BCAP

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

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION # 2021-005
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 DIRECT, CONTROL AND MAINTAIN THE PROPERTY OF THE COUNTY, SPECIFICALLY PROPERTY KNOWN AS THE BALDWIN COUNTY CENTRAL ANNEX BUILDING.

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 desiring by this instrument, to update the designation of the rooms to be occupied by the offices located therein pursuant to the floorplan rendering of said Baldwin County Central Annex Building located at 22251 Palmer Street, in Robertsdale Alabama; now therefore

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 designate the rooms to be occupied by the officers in said **Baldwin County Central Annex Building**, as follows:

Baldwin County Central Annex Building
(See Exhibit A)

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2021-005 of the Baldwin County Commission*, be entered and spread upon the minutes of this October 6, 2020, regular meeting of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, That *Resolution #2017-052 of the Baldwin County Commission*, is hereby repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 6th day of October, 2020.

Commissioner Billie Jo Underwood, Chairman

ATTEST:

Wayne Dyess, County Administrator

Central Annex





Baldwin County Commission

Agenda Action Form

File #: 21-0005, Version: 1

Item #: BC1

Meeting Type: BCC Regular Meeting
Meeting Date: 10/6/2020
Item Status: New
From: Felisha Anderson, Archives Director
Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Request from Kathi Hadden, Cub Scout Pack 321 - Annual Rain Gutter Regatta Races at Bicentennial Park

STAFF RECOMMENDATION

Approve Cub Scout Pack 321 to reserve Bicentennial Park, November 6-8, 2020 for its Annual Rain Gutter Regatta races, first campout and first community service project to clean up the park and waive any park fees associated with this request.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff received correspondence from Ms. Kathi Hadden, Cub Scout Pack 321, requesting the use of Bicentennial Park in Stockton, Alabama for its Annual Rain Gutter Regatta Races, first campout and first community service project. The group does park cleanup and retire flags at the campfire meeting as well.

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 - mail correspondence to Ms. Kathi Hadden with the Commissioner's response to this request.

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

Ms. Kathi Hadden
Cub Scout Pack 321
11721 County Road 64
Daphne, AL 36526

Additional instructions/notes: N/A

Felisha Anderson

From: Keri Green
Sent: Friday, August 28, 2020 8:31 AM
To: ARCHIVALRECORDS
Subject: FW: New form entry is submitted - Park Reservation Form - Mobile

Good morning,
Please see the email below from Kathi Hadden regarding a B.Park reservation.

Respectfully,

Keri E. Green
Commission Executive Assistant
Baldwin County Commission
22251 Palmer Street
Robertsdale, Alabama 36567
☎office: 251-972-8555 ☎fax: 251-972-8503
✉email: kegreen@baldwincountyal.gov
[Click here for the Baldwin County Commission Website](#)

From: Kathi HADDEN <k8dgr861@yahoo.com>
Sent: Thursday, August 27, 2020 5:25 PM
To: Keri Green <KEGREEN@baldwincountyal.gov>
Subject: Re: New form entry is submitted - Park Reservation Form - Mobile

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

Again a Pack 321 would like to reserve Bicentennial Park the first weekend in November for our annual Raingutter regatta races , first Campout and first community service project to cleanup park . Please let me know what protocol is now . Thanks Cubmaster Kathi 615-428-7503

Sent from my iPhone

On Jul 3, 2019, at 11:57 AM, Kate Hadden <k8dgr861@yahoo.com> wrote:

Yes ma'am we always do the park cleanup and also we retire flags at our campfire meeting as well . Hope this will cover the fees if not let me know and thank you so much ! We always look forward to staying at Bicentennial!

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, July 3, 2019, 11:46 AM, Keri Green <KEGREEN@baldwincountyal.gov> wrote:

Ms. Hadden:

I wanted to reach out to you to let you know that we have received your request. We have reached out to our Archives Department, as we are in the process of changing our reservation processes and Archives and History will be handling all future reservations for Bicentennial Park and we are coordinating reservations with them.

Just to let you know, usage fees are per day, however, Cub Scouts/Boy Scouts in the past, with Commission approval, have done service projects at Bicentennial Park to cover fees. If this is something you would like to consider for your pack, please let us know and we can ask if the Commission will waive the fees if the Cub Scouts plan to do a service project for the park. If this is something you would like to do, please let us know the service project the pack plans to do, and we will submit the request to the Commission for approval at an upcoming Commission Meeting.

I will let you know as soon as possible once I hear from the Archives and History Department regarding your requested date.

Thank you,

Keri Green

Administrative Support Specialist III

Baldwin County Commission

22251 Palmer Street

Robertsdale, Alabama 36567

☎ office: [251-972-8555](tel:251-972-8555) ☎ fax: [251-972-8503](tel:251-972-8503)

✉ email: kegreen@baldwincountyal.gov

[Click here for the Baldwin County Commission Website](#)

From: bccwebmaster@baldwincountyal.gov
[<mailto:bccwebmaster@baldwincountyal.gov>]

Sent: Wednesday, June 26, 2019 10:26 AM

NOV 6 - 2020

Felisha Anderson

From: bccwebmaster@baldwincountyal.gov
Sent: Saturday, August 29, 2020 2:34 AM
To: ARCHIVALRECORDS
Subject: New form entry is submitted - Park Reservation Bicentennial - Mobile

Default

<https://baldwincountyal.gov/Default>

New form submission

[Park Reservation Bicentennial - Mobile](#)

Submitted on 29 August 2020, via IP 76.227.180.235 by Anonymous

**BICENTENNIAL PARK
FACILITY RESERVATION REQUEST FORM**
*Baldwin County Commission
Department of Archives and History
Mailing Address: 312 Courthouse Square, Suite 26
Physical Address: 305 East 2nd Street
Bay Minette, AL 36507
251.580.1897*

Name of Requestor: Kathi Hadden

Name of Applicant/Individual/Group/Organization: Cub Scout Pack 321

Note: The Applicant and the Requestor shall be the responsible parties for the event.

Street, City and Zip Code: 11721 County Road 64 Daphne AL 36526

Telephone Number(s): 615-428-7503

Baldwin County Commission - Fee Schedule

Bicentennial Park Location(s) *Select all that apply*

Bicentennial Park Group Tour

Bicentennial Park Church	Not Applicable (none)
Bicentennial Park Pavilion	*Non Profit Use = \$50.00
Bicentennial Park - Entire Park	*Non Profit Use = \$500.00

**If you are reserving for a non-profit organization, you must provide proof of non-profit status.*

*County Staff Present During Event is two (2) County Employees
(These rates do not cover the presence of Sheriff's deputies at an event, only county employees assisting at the request of the event organizer.)*

All cancellations must be made 14 days in advance to receive a full refund of deposit. Cancellations made less than 14 days in advance will forfeit the deposit amount.

Date(s) of Event: Nov 6-8 2020

Time(s) of Event: After 4pm Friday til 11 am Sunday

Number of People Attending: 25? Will let you know closer to date

Describe the Event Activity/Purpose: Raingutter regatta Campout to retire flags do community service project by cleaning park

Email: K8dgr861@yahoo.com

Guidelines and Responsibilities of the Requestor(s):

- *Regardless of any reservation made, the public is allowed to use the above properties during the hours the properties are open.*
- *Setting up prior to an event and clean up after an event is the responsibility of the user. The areas used should be left in the same condition as they were prior to the event.*

In order to preserve the Historic Montpelier Church, the following is NOT allowed:

- *Decorations that penetrate or adhere to any part of the building*
- *Open Flames*
- *Food or Drinks*

Required I have read and agree to comply with the above listed guidelines and responsibilities for this reservation.

DO NOT SIGN THE BELOW FORM UNTIL YOU RECEIVE CONFIRMATION OF YOUR RESERVATION FROM COUNTY STAFF VIA EMAIL.

BALDWIN COUNTY COMMISSION

INDEMNIFICATION AND USAGE REQUIREMENTS

IN ITS USE of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form on date(s) listed above, to the fullest extent allowed by law, the Requestor and the Applicant, (Responsible Parties for the event) agree to indemnify, defend, and hold harmless Baldwin County, Alabama, its Commissioners, officers, department heads, employees, agents, attorneys and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by Baldwin County, Alabama, or for which Baldwin County, Alabama, may be liable, which arise from the negligence, misconduct, acts or omissions of the Responsible Parties, their officers, owners, shareholders, employees, invitees, representatives, agents, members or subcontractors arising out of any activities, actions or omissions in relation to the use of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form. Baldwin County, Alabama, does not and shall not waive any rights against the Responsible Parties which it may have by reason of this indemnification. Furthermore, the Responsible Parties agree, in use of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form, to return said county property to a pre-event condition upon exiting said county property. Responsible Parties' duties and requirements contained within this indemnification agreement shall survive the termination or expiration the Park Facility Reservation and the completion of the event and shall remain in full force and effect. The use of the facility/facilities shall be subject to all rules, regulations and requirements as may be adopted and/or amended by the Baldwin County Commission.

I, in my capacity as the Requestor and as representative of the Applicant, have read and agree to comply with the above listed guidelines and responsibilities for this reservation.

IN WITNESS WHEREOF, the Requestor, in his or her individual capacity and as representative on behalf of the Applicant, (the Responsible Parties) have executed this Indemnification and Usage Requirements instrument as of the date of full execution herein below.

BY: _____
AS: Requestor /Date

BY: _____
AS: Representative on behalf of the Applicant

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as Requestor and as responsible for the Applicant, 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/she, with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Felisha Anderson

From: bccwebmaster@baldwincountyal.gov
Sent: Friday, August 28, 2020 5:15 PM
To: ARCHIVALRECORDS
Subject: New form entry is submitted - Park Reservation Bicentennial - Mobile

Default

<https://baldwincountyal.gov/Default>

New form submission

[Park Reservation Bicentennial - Mobile](#)

Submitted on 28 August 2020, via IP 76.227.180.235 by Anonymous

**BICENTENNIAL PARK
FACILITY RESERVATION REQUEST FORM**
*Baldwin County Commission
Department of Archives and History
Mailing Address: 312 Courthouse Square, Suite 26
Physical Address: 305 East 2nd Street
Bay Minette, AL 36507
251.580.1897*

Name of Requestor: Kathi Hadden

Name of Applicant/Individual/Group/Organization: Cub Scout Pack 321

Note: The Applicant and the Requestor shall be the responsible parties for the event.

Street, City and Zip Code: 11721 County Road 64 Daphne AL 36526

Telephone Number(s): 615-428-7503

Baldwin County Commission - Fee Schedule

Bicentennial Park Location(s) *Select all that apply*

Bicentennial Park Group Tour

Bicentennial Park Church	Not Applicable (none)
Bicentennial Park Pavilion	*Non Profit Use = \$50.00
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(These rates do not cover the presence of Sheriff's deputies at an event, only county employees assisting at the request of the event organizer.)*

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Describe the Event Activity/Purpose:	Raingutter regatta Campout to retire flags do community service project by cleaning park
Email:	K8dgr861@yahoo.com

Guidelines and Responsibilities of the Requestor(s):

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- *Open Flames*
- *Food or Drinks*

Required	I have read and agree to comply with the above listed guidelines and responsibilities for this reservation.
----------	---

DO NOT SIGN THE BELOW FORM UNTIL YOU RECEIVE CONFIRMATION OF YOUR RESERVATION FROM COUNTY STAFF VIA EMAIL.

BALDWIN COUNTY COMMISSION

INDEMNIFICATION AND USAGE REQUIREMENTS

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I, in my capacity as the Requestor and as representative of the Applicant, have read and agree to comply with the above listed guidelines and responsibilities for this reservation.

IN WITNESS WHEREOF, the Requestor, in his or her individual capacity and as representative on behalf of the Applicant, (the Responsible Parties) have executed this Indemnification and Usage Requirements instrument as of the date of full execution herein below.

BY: Kathi Hadden Cub Scout Pack 532 9/2/20
AS: Requestor /Date

BY: _____
AS: Representative on behalf of the Applicant

Title: Cubmaster Kathi Hadden

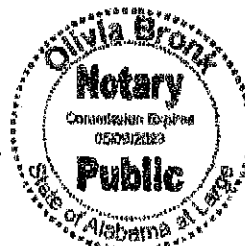
STATE OF Alabama

COUNTY OF Baldwin

I, Olivia Brown, a Notary Public in and for said County in said State, hereby certify that Kathi Hadden, whose name as Requestor and as responsible for the Applicant, 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/she, with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 2nd day of September, 2020.
Olivia Brown
Notary Public

My Commission Expires: 05/09/2023





Baldwin County Commission

Agenda Action Form

File #: 21-0018, Version: 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

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

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to re-bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date:

9/1/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads); and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were set to open in the Purchasing Conference Room on September 18, 2020 at 1:00 P.M., for the provision of police vehicle equipment (brake rotors/pads) for the Baldwin County Commission. One (1) bid was received, but a bid bond was not included as was required by the bid specifications. Staff recommends the Commission authorize the Purchasing Director to re-bid for the provision of police vehicle equipment (brake rotors/pads).

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: 10/6/2020

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

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

Additional instructions/notes: N/A

BID #WG20-45A SPECIFICATIONS

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

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

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

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. **Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to one vendor.**

BID RESPONSE FORM:

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

A BID GUARANTEE OF \$500.00 SHALL BE INCLUDED WITH THE BID

WARRANTY:

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

DELIVERY

Delivery shall be made within **thirty (30)** days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Support Services division, 18185 Raymond Fell Drive, Robertsdale, AL., 36567. Delivery shall be set up with T. Bookout at (251) 972-8590 or M. Brown at (251) 972-7576.

2012 thru 2020 Chevrolet Police Tahoe PPV, 2016 thru 2020 Ford F-150 Police Responder and 2016 thru 2020 Ford Explorer PPV. In addition, 2021+ Chevrolet Tahoe PPV brake pads and rotors (both front and rear).

Front Rotors: Factory OEM Equipment or equivalent to PPV package.

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

Rear Rotors: Factory OEM Equipment or Equivalent to PPV package.

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

BID #WG20-45A RESPONSE FORM

Provision of Police Vehicle Equipment (Brake Rotors/Pads)

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

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

A BID GUARANTEE OF \$500.00 SHALL BE INCLUDED WITH THE BID

BID #WG20-45A RESPONSE FORM

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

Page 2 of 2

Front Rotors: Factory OEM Equipment or equivalent to PPV package

Model: _____

Amount Bid: \$ _____ each

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

Model: _____

Amount Bid: \$ _____ each

Rear Rotors: Factory OEM Equipment or Equivalent to PPV package

Model: _____

Amount Bid: \$ _____ each

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

Model: _____

Amount Bid: \$ _____ each



Baldwin County Commission

Agenda Action Form

File #: 21-0019, Version: 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

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

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to re-bid for the Purchase of Three (3) New Steel Storage Containers for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date:

9/1/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Purchase of Three (3) New Steel Storage Containers; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were set to open in the Purchasing Conference Room on September 17, 2020 at 1:00 P.M., for the purchase of three (3) new steel storage containers for the Baldwin County Commission. No bids were received. Staff recommends the Commission authorize the Purchasing Director to re-bid for the purchase of three (3) new steel storage containers.

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: 10/6/2020

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

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

Additional instructions/notes: N/A

BID #WG20-50A SPECIFICATIONS

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

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

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County.

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.**

AMOUNT BID

Bidder shall list a bid amount per unit and a corresponding total amount bid as is indicated on the Bid Response Form. The amounts bid shall all-inclusive, including but not limited to delivery, destination charges, etc.

DELIVERY

Delivery shall be as soon as possible but not more than **THIRTY (30) days** after receipt of order from the Baldwin County Commission. Delivery shall be coordinated with Michael Purner of the Baldwin County Emergency Management Agency, at (251) 213-3990. **Delivery locations shall be as follows:**

- (2) Units to the Baldwin County Emergency Management Agency located at 23100 McAuliffe Drive, Robertsedale, AL 36567**
- (1) Unit to the Baldwin County Coliseum located at 19477 Fairground Road, Robertsedale, AL 36567.**

A Purchase Order will be issued for the equipment listed.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty **with the bid.**

LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the purchase of the material described in this bid advertisement shall apply to the purchase agreement throughout, and they will be deemed to be included in the purchase agreement the same as though herein written out in full.

SPECIFICATIONS FOR THREE (3) NEW STEEL STORAGE CONTAINERS

GENERAL

The purpose of this bid advertisement is to purchase three (3) new 40' long x 8' wide x 9' 6" tall steel storage containers for the Baldwin County Emergency Management Agency.

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

REQUIRED FEATURES

- All units shall be NEW
- Container construction: all 14-gauge, anti-corrosive steel
- Container floors: 1-1/8" marine grade plywood
- Forklift pockets
- Side vents to allow airflow
- Secure and watertight
- Ground level access

DIMENSIONS

Exterior	Length: 40'	Width: 8'	Height: 9' 6"
Interior	Length: 39' 6"	Width 7' 8"	Height: 8' 10"
Door	Width: 7' 8"	Height 8' 10"	
Capacity	Weight: 8,800 lbs.		

BID #WG20-50A RESPONSE FORM

Purchase of Three (3) New Steel Storage Containers

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

Make/Model : _____

Amount Bid per unit: \$ _____ x 3 = **Total Amount Bid** \$ _____

Delivery Time after Receipt of Order _____ **Days**

Brochures showing the equipment offered and a copy of the Standard Manufacturer's Warranty shall be attached to this Response Form.

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



Baldwin County Commission

Agenda Action Form

File #: 21-0017, Version: 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

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

STAFF RECOMMENDATION

Take the following actions:

- 1) Reject all bids received and authorize the Purchasing Director to re-bid for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County; and
- 2) Further, 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:

09/01/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on September 23, 2020, at 1:30 P.M. Two (2) bids were received and opened at that time. Following the bid opening, it was discovered that one (1) additional bid had been received prior to the deadline, but due to being misfiled was not opened at the bid opening. Staff recommends the Commission reject all bids received and authorize the Purchasing Director to re-bid for the Provision of Roadside Litter

Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County.

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: 10/06/2020

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

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

Additional instructions/notes: N/A

BID #WG20-51A SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

BID RESPONSE FORM

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

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **PROOF OF INSURANCE SHOULD BE INCLUDED WITH BID RESPONSE.**

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

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 (2021 and 2022), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2020 contract with its intent to extend the contract. The prices for 2020 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

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

LAWS AND REGULATIONS

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

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect warning signs indicating active litter collection areas where workers are

present.

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; \$5,000.00 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. All insurance requirements shall extend along with the contract, if an allowable extension is utilized.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

property damage each occurrence. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

HOLD HARMLESS PROVISION

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

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

CANCELLATION CLAUSE

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

SCOPE OF SERVICES FOR THE PROVISION OF ROADSIDE LITTER COLLECTION SERVICES FROM COUNTY RIGHT-OF-WAYS

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

General Description of Services

The Contractor shall provide equipment and personnel to collect, remove, and dispose of litter from roads as described on Attachment “A” of this document.

Litter Removal

Litter will be collected and removed from roads as described on Attachment “A” each month. Litter will be collected and removed from the right of way, including shoulders but excluding the traveled lanes. Litter includes trash, garbage, scrap metals, paper, wood, plastic, glass products, rubber products, tires, auto parts, furniture, mattresses, household appliances, and various bulky items. Smaller items shall be bagged as collected.

Litter Disposal

The Contractor shall dispose of the collected litter at the Baldwin County Solid Waste Disposal Facilities listed below:

Magnolia Landfill

15140 County Road 49
Summerdale, AL 36580

Bay Minette Transfer Station

42901 Nicholville Road
Bay Minette, AL 36507

The Contractor shall scale weigh each load delivered to the Baldwin County Solid Waste Disposal Facilities and shall retain a copy of the scale tickets for submittal with Activity Reports.

Recordkeeping

The Contractor shall submit weekly Activity Reports (Attachment “B”) to Baldwin County Solid Waste Department. The Activity Reports (Attachment “B”) will detail the roads from which litter was collected during each week. Copies of weekly scale tickets shall be included with Activity Reports.

Safety Standards and Accident Prevention

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

- Comply with the safety standards provisions of applicable laws and codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act).
- Exercise precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- Furnish and maintain sufficient and adequate signage, vehicle lighting, etc., as necessary to prevent accidents and to protect the work area. These items are considered incidental and are considered as part of the Contract.

Scheduling and Duration

Generally, all work is to be performed during regular business hours: 7:00 AM – 5:00 PM CST Monday – Friday.

Inspection

Baldwin County will frequently inspect listed roads to ensure that the work has been adequately performed and that the contract requirements have been met.

BID #WG20-51A RESPONSE FORM

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

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

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

Monthly Rate Bid: \$_____

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

**Baldwin County Solid Waste
Litter Control - Road List**

Attachment "A"

Location	Vicinity		Estimated Mileage
Baldwin Beach Express	County Rd 68/I-10	to Foley Beach Express	13.5
County Rd 10	Hwy 59	to Bon Secour Hwy	2.5
County Rd 112	Hwy 31	to Florida State Line	30.5
County Rd 12	Hwy 59	to County Rd 26	8.5
County Rd 13	Hwy 104	to Daphne City Limits	4.0
County Rd 138	Bay Minette City Limits	to Hwy 225	5.5
County Rd 20	Foley City Limits/Glen Lakes	to County Rd 95	6.5
County Rd 21	Hwy 59	to Hwy 59	4.0
County Rd 24	Hwy 59	to County Rd 9	7.3
County Rd 26	County Rd 49	to Hickory St	4.0
County Rd 28	Hwy 59	to County Rd 9	6.5
County Rd 32	Hwy 59	to Scenic 98/Point Clear	13.0
County Rd 32	S'dale City Limits/Co Rd 83	to C C Rd	9.0
County Rd 33	County Rd 32	to County Rd 48	4.0
County Rd 38	County Rd 87	to Baldwin Beach Express	5.5
County Rd 39	County Rd 138	to Hwy 59/Stapleton	7.5
County Rd 40	County Rd 138	to Hwy 225	8.5
County Rd 47	I-65/Bay Minette	to Perdido City Limits	2.0
County Rd 48	Hwy 181	to Bohemian Hall Rd	4.0
County Rd 49	County Rd 28	to Hwy 98	4.0
County Rd 49	Magnolia Springs City Limit	to County Rd 10	7.3
County Rd 52	County Rd 55	to Robertsedale City Limits	2.0
County Rd 54	County Rd 64	to Robertsedale City Limits	8.0
County Rd 55	Hwy 104 - S'hill City Limits	to County Rd 32	4.5
County Rd 55	County Rd 32	to Hwy 98	4.5
County Rd 55	S'hill City Limits	to Hwy 59	4.0
County Rd 56	County Rd 55	to Hwy 59	1.5
County Rd 61	Perdido	to Hwy 59	4.0
County Rd 61/Phillipsville Rd	Hwy 31	to County Rd 112	12.3
County Rd 64	County Rd 13	to County Rd 112	22.0
County Rd 65	Hwy 24	to Hwy 98	2.0
County Rd 65	Robertsedale City Limits	to Fox Branch Rd Ext	6.6
County Rd 65	Hwy 98	to County Rd 10	5.0
County Rd 68	Hwy 59	to Baldwin Beach Express	4.8
County Rd 83	Elberta City Limits	to County Rd 32	2.5
County Rd 87	Patterson Rd	to County Rd 20	18.0
County Rd 9	Hwy 98	to County Rd 48	8.7
County Rd 91	Gardner Rd	to County Rd 99	7.6
County Rd 94	Hwy 59	to County Rd 47	6.7
County Rd 95	County Rd 32	to Pirate's Cove/Josephine	10.8
County Rd 96	Hwy 59	to County Rd 47	8.9
County Rd 97	Hwy 98	to Leiterman Rd	4.9
County Rd 99	Hwy 98	to County Rd 91	8.7
D'Olive Rd	Hwy 225	to Bay Minette City Limits	4.7
Foley Beach Express	County Rd 12	to County Rd 8	4.9
Nicholsville Rd	Brady Rd Ext.	to Old Daphne Hwy	2.3
Pine Grove Rd	Brady Rd Ext.	to Hwy 59	4.8
Roscoe Rd	Foley Beach Express	to County Rd 4	1.6
Total Miles			333.9

**Baldwin County Solid Waste
Litter Control - Weekly Activity Report**

Attachment "B"

For Week Ending _____



Place checkmark in
corresponding box for
applicable area worked.

Location	Vicinity		Mon	Tue	Wed	Thu	Fri
Baldwin Beach Express	County Rd 68/I-10	to Foley Beach Express					
County Rd 10	Hwy 59	to Bon Secour Hwy					
County Rd 112	Hwy 31	to Florida State Line					
County Rd 12	Hwy 59	to County Rd 26					
County Rd 13	Hwy 104	to Daphne City Limits					
County Rd 138	Bay Minette City Limits	to Hwy 225					
County Rd 20	Foley City Limits/Glen Lakes	to County Rd 95					
County Rd 21	Hwy 59	to Hwy 59					
County Rd 24	Hwy 59	to County Rd 9					
County Rd 26	County Rd 49	to Hickory St					
County Rd 28	Hwy 59	to County Rd 9					
County Rd 32	Hwy 59	to Scenic 98/Point Clear					
County Rd 32	S'dale City Limits/Co Rd 83	to C C Rd					
County Rd 33	County Rd 32	to County Rd 48					
County Rd 38	County Rd 87	to Baldwin Beach Express					
County Rd 39	County Rd 138	to Hwy 59/Stapleton					
County Rd 40	County Rd 138	to Hwy 225					
County Rd 47	I-65/Bay Minette	to Perdido City Limits					
County Rd 48	Hwy 181	to Bohemian Hall Rd					
County Rd 49	County Rd 28	to Hwy 98					
County Rd 49	Magnolia Springs City Limit	to County Rd 10					
County Rd 52	County Rd 55	to Robertsedale City Limits					
County Rd 54	County Rd 64	to Robertsedale City Limits					
County Rd 55	Hwy 104 - S'hill City Limits	to County Rd 32					
County Rd 55	County Rd 32	to Hwy 98					
County Rd 55	S'hill City Limits	to Hwy 59					
County Rd 56	County Rd 55	to Hwy 59					
County Rd 61	Perdido	to Hwy 59					
County Rd 61/Phillipsville Rd	Hwy 31	to County Rd 112					
County Rd 64	County Rd 13	to County Rd 112					
County Rd 65	Hwy 24	to Hwy 98					
County Rd 65	Robertsedale City Limits	to Fox Branch Rd Ext					
County Rd 65	Hwy 98	to County Rd 10					
County Rd 68	Hwy 59	to Baldwin Beach Express					
County Rd 83	Elberta City Limits	to County Rd 32					
County Rd 87	Patterson Rd	to County Rd 20					
County Rd 9	Hwy 98	to County Rd 48					
County Rd 91	Gardner Rd	to County Rd 99					
County Rd 94	Hwy 59	to County Rd 47					
County Rd 95	County Rd 32	to Pirate's Cove/Josephine					
County Rd 96	Hwy 59	to County Rd 47					
County Rd 97	Hwy 98	to Leiteman Rd					
County Rd 99	Hwy 98	to County Rd 91					
D'Olive Rd	Hwy 225	to Bay Minette City Limits					
Foley Beach Express	County Rd 12	to County Rd 8					
Nicholsville Rd	Brady Rd Ext.	to Old Daphne Hwy					
Pine Grove Rd	Brady Rd Ext.	to Hwy 59					
Roscoe Rd	Foley Beach Express	to County Rd 4					

Activity report should be submitted by contractor weekly and be accompanied by corresponding Scale Tickets.

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

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

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

- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.
- In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

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

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

COUNTY

ATTEST:

BILLIE JO UNDERWOOD/ Date
Chairman

WAYNE DYESS/ Date
County Administrator

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

PROVIDER

Insert Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

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

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 21-0016, Version: 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

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

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Purchase and Installation of One (1) New 24kW Generator and One (1) New 100 AMP Automatic Transfer Switch for the Baldwin County Radio Site Located in Bay Minette, Alabama; and
- 2) Further, 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: Communications and Information Systems (CIS) staff has requested that a competitive bid be placed for the Purchase and Installation of One (1) New 24kW Generator and One (1) New 100 AMP Automatic Transfer Switch for the Baldwin County Radio Site. The generator and automatic transfer switch will serve as the backup power supply for the County's radio site located on Orange Street in Bay Minette, Alabama. The previous generator at this location overheated during the power outage from Hurricane Sally and blew up. The old generator was an air-cooled unit which needed to be shut down after running (8) eight hours or more to cool down. This is not possible because this radio site is one of the sites in the north end of the county that operates radios for emergency responders. The old generator was donated to the County by Baldwin County 911 around (7) seven years ago. The new unit that we are bidding out will be a liquid cooled generator that can run continuously without overheating.

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: 10/06/2020

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

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

Additional instructions/notes: N/A

BID #WG21-01 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.

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

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

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

BID PRICE

Bidder shall submit an all-inclusive, lump sum, bid price as indicated on the Bid Response Form. The price shall include all applicable charges, including but not limited to delivery, installation, labor, materials, warranties, and incidentals for a complete working unit.

BID RESPONSE FORM

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

WARRANTY

A copy of the standard manufacturer's warranty shall be attached to the Bid Response Form.

DELIVERY

Delivery and installation shall be as soon as possible after the receipt of order, but no more than **sixty (60) days**. Lead time shall play a large part of the bid award but will not be the only determining factor. Completion time shall be stated on the bid Response Form.

On-site delivery and installation shall be to the Baldwin County Radio Site located at 100 Orange Street, Bay Minette, Alabama, 36507. Delivery date and time shall be setup with Matt Fail, Information Systems Manager, via phone at (251) 580-1823. Equipment shall be delivered to and installed on the property. Delivery and installation **shall include** start-up, testing and lugs.

LAWS AND REGULATIONS

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

BIDS FOR ALL OR PART

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

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.

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; \$5,000.00 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

HOLD HARMLESS PROVISION

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

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

TRAFFIC CONTROL, SAFETY ITEMS

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

GUARANTEE

A one (1) year guarantee shall be provided by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship and materials. This warranty is exclusive of:

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

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The primary contact person for the Baldwin County Commission will be Matt Fail, Information Systems Manager, at (251) 580-1823.

SPECIFICATIONS FOR A NATURAL GAS GENERATOR AND AUTOMATIC TRANSFER SWITCH

Kohler Model 24RCL 24 kW 120/240V Generator or Equivalent Kohler Model RDT Single Phase 100 AMP Automatic Transfer Switch or Equivalent

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. The work described by these specifications includes the furnishing of all labor, materials, equipment, testing, and training to provide a complete and workable power system, including but not limited to the generator, the controller, the automatic transfer switch, and delivery and installation as specified herein. It is the intent of these specifications to have a single source responsibility for the generator set and the automatic transfer switch. That is, the power system shall be finished by a single contractor who shall be responsible for the design, coordination, and testing of the complete system. All equipment shall be new and of current production of a national firm that manufactures generator sets and controls, transfer switches, switchgear, and/or associated accessories. The scope of work regarding the two main components, the generator and the automatic transfer switch, are further detailed below.

1. Generator:

Provide and install a standby power system to supply electrical power in event of failure of normal supply, consisting of a natural gas engine and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.

2. Automatic transfer switch:

Provide and install an automatic transfer switch that will initiate a signal on primary power failure and automatically detect a secondary power source, transferring the load to this secondary source. On restoration of primary power, the switch must automatically re-transfer the load back to primary power and signal the secondary source to shut down. The switch must be a self-contained device with all features described herein.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.

- B. The generator set must conform to applicable NFPA standards.
- C. The generator set must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.
- D. The transfer switch must be UL listed for use in emergency systems.
- E. The generator set must meet EPA federal emission guidelines for stationary standby power generation.

1.3 MANUFACTURER QUALIFICATIONS

- A. This system shall be supplied by Kohler Power Systems or an equivalent manufacturer who has been regularly engaged in the production of generators, engine-alternator sets, automatic transfer switches, and associated controls for a minimum of ten years, thereby identifying one source of supply and responsibility.
- B. To be classified as a manufacturer, the builder of the generator set must manufacture, at a minimum, engines or alternators.
- C. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

PART 2 GENERATOR

2.1 ALTERNATOR

- | | | |
|----|--|------------------------|
| A. | Manufacturer | Kohler or equivalent |
| B. | Type | 4-Pole, Rotating Field |
| C. | Model | 4E5.0 or equivalent |
| D. | Exciter type | Brushless, Wound-Field |
| E. | Leads: quantity, type | 4, 120/240 |
| F. | Voltage regulator | Solid State, Volts/Hz |
| G. | Insulation | |
| | 1. Type | NEMA MG1 |
| | 2. Material | Class H |
| | 3. Temperature rise | 130°C, Standby |
| H. | Bearing: quantity, type | 1, Sealed |
| I. | Coupling | Flexible Disc |
| J. | Voltage regulation, no-load to full-load | +/- 1.0% Maximum |

K.	Unbalanced load capability	100% of Rated Standby Current
L.	One-step load acceptance	100% of Rating
M.	Peak motor starting kVA	37
N.	Features	
	1.	NEMA, MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting
	2.	Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds
	3.	Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field
	4.	Self-ventilated and drip-proof construction
	5.	Windings are vacuum-impregnated with epoxy varnish for dependability and long life
	6.	Superior voltage waveform from a two-thirds pitch stator and skewed rotor
	7.	Total harmonic distortion (THD) from no load to full load with a linear load is less than 5%

2.2 ENGINE

A.	Manufacturer	Kohler or equivalent
B.	Type	Residential Powertrain
C.	Model	KG2204, 60 Hz, 2.2 L, 4-Cycle or equivalent
D.	Aspiration	Natural Aspiration
E.	Cylinder Arrangement	In-line 4
F.	Displacement, L (cu. in.)	2.2 (134.25)
G.	Bore & Stroke, mm (in.)	91 x 86 (3.5 x 3.4)
H.	Compression Ratio	10.5:1
I.	Main Bearings: quantity, type	5, plain alloy steel
J.	Rated rpm	1800
K.	Max. power at rated rmp, kW (HP)	27 (36)
L.	Cylinder head material	Cast Iron
M.	Piston type and material	High Silicon Aluminum

N.	Crankshaft material	Nodular Iron
O.	Valve (exhaust) material	Forged Steel
P.	Governor type	Electronic
Q.	Frequency Reg. (no load-full load)	Isochronous
R.	Frequency Reg. (steady state)	+/- 1%
S.	Frequency	Fixed
T.	Air cleaner type	Dry
U.	Piston Speed, m/min. (ft./min.)	310 (1016)

2.3 FUEL SYSTEM

A.	Type	Natural Gas
B.	Natural gas fuel supply pressure, kPa (in. H ₂ O)	1.24 – 2.74 (5 – 11)
C.	Fuel supply line inlet	1" NPT
D.	Fuel composition limits	Methane, % by volume: 90 min. Ethane, % by volume: 4.0 max. Propane, % by volume: 1.0 max. Propene, % by volume: 0.1 max. C4 and higher, % by volume: 0.3 max. Sulfur, ppm mass: 25 max. Lower heating value, MJ/cubic meters (Btu/cubic feet), min.: 33.2 (890)

2.4 FUEL CONSUMPTION

A.	Natural Gas, Cubic Meters per hour (cfh) at % load	
	100% LOAD	8.5 (301)
	75% LOAD	6.3 (223)
	50% LOAD	5.6 (199)
	25% LOAD	4.0 (140)
	Exercise	2.8 (97)

2.5 LUBRICATING SYSTEM

A.	Type	Full Pressure
B.	Oil pan capacity, L (qt.)	4.2 (4.4)
C.	Oil added during oil change (on Average), L (qt.)	3.3 (3.5)
D.	Oil filter: quantity, type	1, Cartridge
E.	Oil drain extension	Included

2.6 ENGINE ELECTRICAL SYSTEM

A.	Ignition system	Electronic
B.	Battery charging alternator	14 VDC, negative ground, 90 amp/hr.
C.	Starter motor rated voltage (DC)	12
D.	Battery, recommended rating for -18°C (0°F): Qty., cold cranking amps (CCA)	One, 630
E.	Battery voltage (DC)	12
F.	Battery group size	24

2.7 COOLING – RADIATOR SYSTEM

A.	Ambient temperature, °C (°F)	45 (113)
B.	Engine jacket water capacity, L (gal.)	2.65 (0.7)
C.	Radiator system capacity, including Engine, L (gal.)	13.2 (3.5)
D.	Water pump type	Centrifugal
E.	Fan diameter, mm (in.)	qty. 3 @ 406 (16)
F.	Fan power requirements (powered by engine battery charging alternator)	12VDC, 18 amps each

2.8 AIR REQUIREMENTS

A.	Radiator-cooled cooling air, sq. m/min. (scfm)	51 (1800)
B.	Combustion air, sq. m/min. (cfm)	1.4 (49)
C.	Air over engine, sq. m/min. (cfm)	25 (900)

2.9 EXHAUST SYSTEM

- | | | |
|----|--|------------|
| A. | Exhaust manifold type | Dry |
| B. | Exhaust temperature at rated kW, dry exhaust °C (°F) | 633 (1171) |
| C. | Maximum allowable back pressure, kPa (in. Hg) | 7.5 (2.2) |

2.10 DIMENSIONS AND WEIGHTS

- | | | |
|----|-----------------------------------|--------------------------------------|
| A. | Overall size, L x W x H, mm (in.) | 1880 x 836 x 1169 (74 x 32.9 x 46.0) |
| B. | Shipping weight, wet, kg (lb.) | 572 (1260) |

2.11 ENCLOSURE

- A. All-aluminum sound-attenuating enclosure
- B. Uses acoustic insulation that meets UL 94 HF1 flammability classification
- C. Repels moisture absorption
- D. Internally mounted critical silencer
- E. Skid-mounted, aluminum construction with two removable access panels
- F. Fade, scratch, and corrosion-resistant cashmere powder-baked finish
- G. Sound Data (measured at 7 meters with no load)
 - 1. Weekly engine exercise 54 dB(A)
 - 2. Full-speed generator diagnostics 61 dB(A)
 - 3. Normal operation 61 dB(A)

PART 3 AUTOMATIC TRANSFER SWITCH

3.1 GENERAL

- A. The automatic transfer switch shall maintain system compatibility with the generator, circuit breaker and all other system components, and shall have available local service responsibility for the complete emergency power system. The manufacturer shall furnish schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system.

3.2 SPECIFICATIONS

- | | | |
|----|----------------|--------------------------|
| A. | Make and Model | Kohler RDT or equivalent |
| B. | Amperage | 100 Amps |

- C. Voltage 240 Volts max.
- D. Assembly Solid neutral
- E. Codes and Standards
 - 1. The automatic transfer switch shall meet the following standards:
 - a) UL 67, Enclosed Panel Boards
 - b) UL 1008, Standard for Automatic Transfer Switches for Use in emergency systems
 - c) UL 508, Standard for Industrial Control Equipment
 - d) CSA certified, file #LR58301
 - e) NFPA 70, National Electrical Code
 - f) NFPA 110, Emergency and Standby Power Systems
 - g) IEEE Standard 446, IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
 - h) NEMA Standard IC10-1993, AC Automatic Transfer Switches
 - i) ANSI C37.90.1 (IEEE472), 2000, EFT/Surge Relay Systems
 - j) EN61000-4-5 Surge Immunity Class 4 (voltage sensing and programmable inputs only)
 - k) EN61000-4-4 Fast Transient Immunity Severity Level 4
 - l) IEC Specifications for EMI/EMC Immunity
- F. Enclosure
 - 1. The automatic transfer switch shall include a NEMA Type 3R corrosion-resistant aluminum ANSI 49 gray padlockable enclosure that is suitable for outdoor environments.
- G. Standard Features
 - 1. Two-pole, single-phase open-transition transfer switch
 - 2. Electrically and mechanically interlocked contactor
 - 3. Double throw inherently interlocked design
 - 4. Manually operable contactor for maintenance purposes
 - 5. Silver alloy main contacts

6. 100% equipment rated and can be applied at the rated current without derating
7. Contact ratings

Engine start	0.5 A @125 VAC; 2 A @ 30 VDC SPST normally closed (NC)
Common fault	0.5 A @ 125 VAC; 2 A @ 30 VDC SPST normally open (NO)
Load control	10 A @ 120 VAC SPST normally open (NO)
8. Environmental specifications

Operating temperature	-20°C to 70°C (-4°F to 158°F)
Storage temperature	-40°C to 85°C (-40°F to 185°F)
Humidity	5 to 95% noncondensing

H. Functions

1. Source Sensing

Undervoltage dropout	80%
Undervoltage pickup	85%
Underfrequency dropout	90%
Underfrequency pickup	96%
2. Time Delays (Factory Setting)

Engine start	3 seconds
Transfer from Normal to Emergency	3 seconds
Retransfer from Emergency to Normal	6 minutes
Engine cooldown	5 minutes
Exercise run time	20 minutes
Exercise interval	1 week
Load control connection delay	5 minutes
Failure to acquire Emergency source	78 seconds
Undervoltage dropout	0.5 seconds

Underfrequency dropout

3 seconds

I. Controller

1. The automatic transfer switch shall include a controller, Kohler Model MPAC 500 or equivalent, with the following functions and features
 - a) User-friendly interface with easy-to-read international symbols
 - b) Source available and contactor position indicators
 - c) LED indication of system faults including failure to acquire standby source, failure to transfer and auxiliary switch fault
 - d) Common fault contact: latches closed on system faults including failure to acquire standby source, failure to transfer and auxiliary switch fault
 - e) Engine start contact: provides contact closure to start the generator set
 - f) Load control contact: allows 5-minute delay in startup of selected loads
 - g) Test button (with or without load)
 - h) Exercise set button: weekly 20-minute generator set exercise, with or without load
 - i) Single-phase voltage sensing on both sources, +/- 5%
 - j) Line-to-line frequency sensing, +/- 2%
 - k) Fixed time delays

PART 4 INTEGRATED SYSTEM CONTROLLER

4.1 SPECIFICATIONS

- A. The controller shall provide integrated control for the generator, automatic transfer switch, programmable interface module (PIM) and load management.
- B. Make and Model Kohler RDC2 or equivalent

4.2 FEATURES

- A. LCD screen
 1. Two lines x 16 characters per line
 2. Backlit display with adjustable contrast for excellent visibility in all lighting conditions

- B. Membrane keypad
 - 1. OFF, AUTO, and RUN push buttons
 - 2. Select and arrow buttons for access to system configuration and adjustment menus
- C. LED indicators for OFF, AUTO, and RUN modes
- D. LED indicators for utility power and generator set source availability and Automatic Transfer Switch position
- E. Scrolling system status display
 - 1. Generator set status
 - 2. Voltage and frequency
 - 3. Engine temperature
 - 4. Oil pressure
 - 5. Battery voltage
 - 6. Engine runtime hours
- F. Date and time displays
- G. Smart engine cooldown senses engine temperature
- H. Digital isochronous governor to maintain steady-state speed at all loads
- I. Digital voltage regulation: +/- 1.0% RMS no-load to full-load
- J. Automatic start with programmed cranking cycle
- K. Programmable exerciser can be set to start automatically on any future day and time, and to run every week or every two weeks
- L. Exercise modes
 - 1. Unloaded exercise with complete system diagnostics
 - 2. Unloaded full-speed exercise
 - 3. Loaded full-speed exercise
- M. Front-access mini USB connector
- N. Integral Ethernet connector
- O. Built-in 2.5 amp battery charger
- P. Remote two-wire start/stop capability

- Q. Diagnostic messages
 - 1. Displays diagnostic messages for the engine, generator, transfer switch, programmable interface module (PIM) and load management device
 - 2. Over 70 diagnostic messages can be displayed
- R. Maintenance reminders
- S. System settings
 - 1. System voltage, frequency, and phase
 - 2. Voltage adjustment
 - 3. Measurement system, English or metric
- T. Automatic transfer switch status
 - 1. Source availability
 - 2. Automatic transfer switch position (normal/utility or emergency/generator)
 - 3. Source voltage and frequency
- U. Automatic transfer switch control
 - 1. Source voltage and frequency settings
 - 2. Engine start time delay
 - 3. Transfer time delays
 - 4. Fixed pickup and dropout settings
 - 5. Voltage calibration
- V. Programmable interface module (PIM) status displays
 - 1. Input status (active/inactive)
 - 2. Output status (active/inactive)
- W. Load control menus
 - 1. Load status
 - 2. Test function
- X. Built-in battery charger

PART 6 ADDITIONAL PROJECT REQUIREMENTS

6.1 APPLIED STANDARDS

- A. The generator set must be manufactured to the applicable specifications on file with Underwriters Laboratories and the UL 2200 mark must be affixed.
- B. The transfer switch must be UL listed and carry the UL mark for use in emergency systems.

6.2 FACTORY TESTING

- A. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
 - 1. Verifying all safety shutdowns are functioning properly.
 - 2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.
 - 3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

6.3 OWNER'S MANUALS

- A. Three (3) sets of owner's manuals specific to the generator and automatic transfer switch supplied must accompany delivery and installation of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to the model must be included.

6.4 WARRANTY

- A. Both the generator and the automatic transfer switch along with all systems and components shall be warranted by the manufacturer against defective materials and factory workmanship for a period of at least five years or 2000 hours.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

6.5 INSTALLATION

- A. Amounts bid shall be all-inclusive, including but not limited to the following: all electrical work, labor, materials, crane, Automatic Transfer Switch insulation, new wire, new conduit, and all other expenses and materials necessary for the delivery and installation of the items bid. Baldwin County Commission will remove the existing generator and automatic transfer switch.
- B. The generator shall be installed on a concrete pad to be provided by Baldwin County Commission.

- C. The contractor shall be responsible for wiring the new generator and automatic transfer switch to an existing circuit breaker.
- D. Gas line plumbing to the generator shall be performed by North Baldwin Utilities.

6.6 TESTING

- A. All components of the electrical power system shall be sufficiently tested during design verification, production, and after delivery and installation is completed.
 - 1. Design Prototype Tests: Components of the emergency system such as the engine/generator set, automatic transfer switch, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and pre-production models, which will not be sold, shall have been used for said tests. Prototype test certification and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings, and interconnection diagrams shall be included with the bid submission.
 - 2. Production Tests: The automatic transfer switch shall be tested under load with all guards in place. The complete automatic transfer switch shall be subjected to a dielectric strength test per NEMA Standard ICS 1-109.05. The control panel shall meet or exceed the voltage surge withstand capability in accordance with ANSI C37.90a-2978 and the impulse withstand voltage test in accordance with NEMA Standard ICS 1-109.
 - 3. Site Tests: The contractor shall perform a comprehensive installation check, start-up, and building/equipment load test. The County contact person shall be notified prior to and shall be present for the final site test.

BID #WG21-01 RESPONSE FORM

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

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

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

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

BID #WG20-39 RESPONSE FORM

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

Page 2 of 2

Generator Make and Model: _____

Automatic Transfer Switch Make and Model: _____

Amount Bid: \$ _____

Completion Time after Receipt of Order (Days) _____

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

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 PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

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

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

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

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

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

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

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

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

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

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-01**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG21-01 named, Purchase and Installation of One (1) 24 kW Generator and One (1) 100 AMP Automatic Transfer Switch for the Baldwin County Commission.”

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

XVIII. Termination of Services. The COUNTY may terminate this contract, with or without cause or reason, by giving ten (10) days written

notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

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

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

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

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

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives

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

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

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

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

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

COUNTY

ATTEST:

BILLIE JO UNDERWOOD/ Date
Chairman

WAYNE DYESS/ Date
County Administrator

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER

Insert Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

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

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 21-0052, **Version:** 2

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: Replacement

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

*Purchase of One (1) New Vehicle for Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the purchase of one (1) new vehicle off the State of Alabama Contract in the amount of \$45,741.70 for Commission District 3 and authorize the Purchasing Director to issue a Purchase Order with the funding to be from Fund Balance; and
- 2) Transfer the 2019 Ford Explorer VIN #1FM5K7D88KGA21032 currently assigned to District 3 Commissioner to Administration Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Replacement Item - Vehicle assigned to District 3 Commissioner will be transferred to Administration Department instead of District 1 Commissioner. District 3 Commissioner is requesting the purchase of a new vehicle for her District. The new vehicle will be purchased off the State of Alabama contract in the amount of \$45,741.70. The 2019 Ford Explorer that is assigned to District 3 will be transferred to Administration Department (51125). The funding source for the new vehicle will be General Fund - Fund Balance, and funds will be allocated through a Budget Amendment presented during the October 20, 2020 meeting.

FINANCIAL IMPACT

Total cost of recommendation: \$45,741.70

Budget line item(s) to be used: 51100.5500.3

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

Budget Amendment will be presented at October 20, 2020 meeting

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: 10/06/2020

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

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

Issue Purchase Order & Fixed Asset Form

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 10-1-2020

Fixed Asset: 0009323

Year: 2019

Model: Ford Explorer

S/N: 1FM5K7D88KGA21032

Tag #: 50492C0

Mileage: 16,751

Value: \$35,029.00

Subject to Commission approval, the fixed asset above of the

District 3 Commissioner Department will be:

Transferred to: Administration Department

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

Department Head relinquishing
fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED



Baldwin County Commission

Agenda Action Form

File #: 21-0052, Version: 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Purchase of One (1) New Vehicle for Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

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- 2) Transfer the 2019 Ford Explorer VIN #1FM5K7D88KGA21032 currently assigned to District 3 Commissioner to District 1 Commissioner.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: District 3 Commissioner is requesting the purchase of a new vehicle for her District. The new vehicle will be purchased off the State of Alabama contract in the amount of \$45,741.70. The 2019 Ford Explorer that is assigned to District 3 will be transferred to District 1 Commissioner. The funding source will be through a Budget Amendment Resolution presented during the October 20, 2020 meeting reclassifying District 3 budget line item for the new vehicle purchase, and District 1 budget for fuel and maintenance of the vehicle being transferred from District 3.

FINANCIAL IMPACT

Total cost of recommendation: \$45,741.70

Budget line item(s) to be used: 51100.5500.3

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

Budget Amendment will be presented at October 20, 2020 meeting

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: 10/06/2020

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0020, Version: 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Junius Long, Building Facilities Coordinator; Brian Peacock, CIS Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quote for the Purchase and Installation of One (1) New 150 Kw Generator for the Baldwin County Annex I & Annex II Buildings Located in Bay Minette, AL

STAFF RECOMMENDATION

Award the quote to Power Systems of MS in the amount of \$47,830.00, for the purchase and installation of one (1) 150 Kw Generator for the Baldwin County Annex I and Annex II Buildings located in Bay Minette, Alabama and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The generator for the Annex I and Annex II buildings located in Bay Minette blew a head gasket during Hurricane Sally. The County had to rent a backup generator to power the Server Room until the electricity was restored to the building. This generator has had numerous major mechanical issues since it was installed in 2007. At this time, we are unsure when and what the cost would be to rebuild this generator. The Annex I Building is one of the main CIS Data Hubs for all of the County facilities. Staff is recommending that the old Generac generator be replaced. The old generator could be sold on GovDeals. A quote was received from Power Systems of MS in the amount of \$47,830.00 with a lead time of 4 weeks. Staff recommends the Commission award the quote to Power Systems of MS and authorize the Chairman to execute Public Works Contract and the Certificate of Compliance.

The funding source for this project is Disaster Weather - General Fund 51018.5500.

FINANCIAL IMPACT

Total cost of recommendation: \$47,830.00

Budget line item(s) to be used: 51018.5500

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?
Standard County Public Works Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/06/2020

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

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

Additional instructions/notes: N/A

Power Systems of MS

14313 Stenum St., Suite D

Biloxi, MS 39532

Phone: (228)-818-8315 Fax: (228)-818-8317

E-mail: mark@powersystemsofms.net

9-18-20

Baldwin County

312 Courthouse Sq. Ste20

Bay Minette, AL. 36507

ATTN: Junius Long

RE: Annex I & II Building

1. Price to install new 150kw NG Gillette Generator

(1) 150kw Gillette generator

120/208, NG

Aluminum Enclosure

Block heater

Battery Charger

Freight

Start-up

Crane & permits included

COST: \$47,830.00

NOTE: Slab will be done by others.

Lead time is 4 weeks

Should you have any questions please call me 228-818-8315.

Thanks,

A handwritten signature in blue ink that reads "Mark Gotjen". The signature is stylized, with the first name "Mark" and last name "Gotjen" written in a cursive-like script. There is a small, illegible mark above the "G" in "Gotjen".

Mark Gotjen
Power Systems of MS.

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for the purchase and installation of one (1) new 150 Kw Generator for the Baldwin County Annex I and II Buildings located in Bay Minette, Alabama; and

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

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

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

- i. COUNTY: Baldwin County, Alabama
- ii. COMMISSION: Baldwin County Commission
- iii. PROVIDER: Power Systems of MS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER: Power Systems of MS
14313 Stenum St., Suite D
Biloxi, MS 39532
ATTN: Mark Gotjen

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of "Attachment A", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Quote for the Purchase and Installation of One (1) New 150 Kw Generator for the Baldwin County Annex I and II Buildings located in Bay Minette, Alabama as described in Attachment A.

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **\$47,830.00**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of no more than four (4) weeks 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. To the fullest extent allowed by law, Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

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

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

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

COUNTY

ATTEST:

_____/_____
BILLIE JO UNDERWOOD /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, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

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

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

POWER SYSTEMS OF MS

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

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

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

Notary Public
My Commission Expires

Power Systems of MS

14313 Stenum St., Suite D

Biloxi, MS 39532

Phone: (228)-818-8315 Fax: (228)-818-8317

E-mail: mark@powersystemsofms.net

9-18-20

Baldwin County

312 Courthouse Sq. Ste20

Bay Minette, AL. 36507

ATTN: Junius Long

RE: Annex I & II Building

1. Price to install new 150kw NG Gillette Generator

(1) 150kw Gillette generator

120/208, NG

Aluminum Enclosure

Block heater

Battery Charger

Freight

Start-up

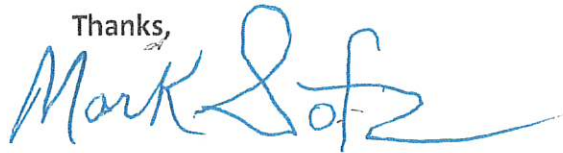
Crane & permits included

COST: \$47,830.00

NOTE: Slab will be done by others.

Lead time is 4 weeks

Should you have any questions please call me 228-818-8315.

Thanks,
A handwritten signature in blue ink, appearing to read 'Mark Gotjen', with a stylized flourish extending to the right.

Mark Gotjen
Power Systems of MS.

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quote for the Purchase and Installation of One (1) New 150 Kw
Generator at the Baldwin County Annex I and II Buildings located in
Bay Minette, Alabama for the Baldwin County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2020.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0051, Version: 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Ron Cink, Budget Director

Submitted by: Christie Davis, Senior Budget Accountant; Anu Gary, Administrative Services Director

ITEM TITLE

Resolution #2021-008 - Baldwin County's Taxable General Obligation Warrants, Series 2020-B, to be dated October 22, 2020

STAFF RECOMMENDATION

Related to Baldwin County's Taxable General Obligation Warrants, Series 2020-B, to be dated October 22, 2020, take the following actions:

- 1) Adopt Resolution #2021-008 which authorizes the issuance of the County's Taxable General Obligation Warrants, Series 2020-B, to be dated October 22, 2020; and
- 2) Approve the execution of a Refunding Trust Agreement for the refunding of portions of the outstanding Series 2013, 2014, and 2015 Warrants; and
- 3) Authorize the Chairman to sign the County Government Bond Financing Review Form and any other documentation necessary to conduct the above transaction.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: **Refunding Trust Agreement, and County Government Bond Financing Review Form are forthcoming from the Bond Counsel.**

General Obligation Warrants, Series 2020-B will refinance \$33,730,000.00 outstanding Series 2013, 2014, and 2015 warrants, which will decrease the interest rate for the County, creating an approximate savings \$1,478,698.00.

FINANCIAL IMPACT

Total cost of recommendation: TBD

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: Ron Cink, Budget Director - Have resolution and all related documents executed by Chairman, provide to bond counsel and cc: Administration and Finance and Accounting Department to all documents.

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

Additional instructions/notes: N/A

**EXCERPTS FROM THE MINUTES OF A MEETING
OF THE BALDWIN COUNTY COMMISSION**

The Baldwin County Commission (the "Commission"), the governing body of Baldwin County (the "County"), met in public session at the Baldwin County Administration Building, County Commission Chambers, located at 322 Courthouse Square in the City of Bay Minette at 8:30 a.m. on the 6th day of October, 2020. The meeting was called to order by the Chairman, and the roll was called with the following results:

Present: Billie Jo Underwood, Chairman
Joe Davis III, Vice-Chairman
Charles F. "Skip" Gruber
James E. Ball

Absent: None

* * *

The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following resolution and order was introduced in writing by Madame Chairman Underwood, and considered by the County Commission:

RESOLUTION #2021-008 AND ORDER

**A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE, SALE, DELIVERY
AND PAYMENT OF \$33,695,000 PRINCIPAL AMOUNT OF TAXABLE GENERAL
OBLIGATION WARRANTS, SERIES 2020-B, TO BE DATED OCTOBER 22, 2020**

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION (the "Commission"), as follows:

ARTICLE 1

Definitions, Findings, and Representations

Section 1.01. Definitions and Use of Phrases.

(a) The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

Authorized Denominations means with respect to all Series 2020-B Warrants the amount of \$5,000 and any integral multiple thereof for each maturity.

Beneficial Owners means the registered owners of beneficial interests in the Series 2020-B Warrants.

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Series 2020-B Warrants.

Business Day means any day other than a Saturday, Sunday, legal holiday, or a day on which banks in the Cities of New York, New York or Birmingham, Alabama, are permitted or required by law to be closed.

Commission means the Baldwin County Commission, the governing body of the County, and any successor to its functions.

Commissioner means a current member of the Commission.

County means Baldwin County, a political subdivision of the State of Alabama and any successor to its functions.

County Depository means any incorporated state or national bank or banks in the County selected by the governing body of the County each year as the County Depository or, if the governing body of the County is unable to designate any depository for the County funds as provided in Title 11 of the CODE OF ALABAMA 1975, the individual designated by the governing body of the County as treasurer of the County, pursuant to Title 11 of the Code, or any other duly designated or elected bank, corporation, person or official who shall have the duties of custodian pursuant to the aforesaid Code provisions, as the same may hereafter be altered or amended or pursuant to any other applicable general or local law. Said County Depository shall at all times be a participant in the Security for Alabama Funds Enhancement (SAFE) Program (ALA. CODE 41-14A-1 (1975)).

Custodian means Regions Bank with a designated corporate trust office in Birmingham, Alabama, the bank designated as the registrar, authenticating agent, and paying agent of the Series 2020-B Warrants and as the depository for the Warrant Fund, and the successors and assigns thereof.

Direct Participant or Direct Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Federal Securities means direct general obligations of the United States of America or any obligations on which the payment of the principal of and interest on which are unconditionally guaranteed by the United States of America.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Series 2020-B Warrants as securities depository through a Direct Participant.

Letter of Representation means and includes (1) the Letter of Representation with respect to the Series 2020-B Warrants from the County to the Securities Depository and (2) any other or subsequent agreement by whatsoever name or identification with respect to the Series 2020-B Warrants between said parties from time to time in effect.

Qualified Investments shall mean

(1) Federal Securities or a trust or fund rated "AAm" or "AAm-G" or better by Standard & Poor's Rating Group and customarily utilized by the Custodian for the investment of public funds, or

(2) A certificate of deposit or time deposit issued by (i) the Custodian, or (ii) any other bank organized under the laws of the United States of America or any state thereof with capital, surplus and undivided profits of not less than \$50,000,000, provided in each case such deposit is insured by the Federal Deposit Insurance Corporation or such deposit is collaterally secured by the issuing bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

Record Date means, with respect to Series 2020-B Warrants, that date which is 15 calendar days before any date on which interest is due and payable on such Series 2020-B Warrants.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Series 2020-B Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Series 2020-B Warrants to be delivered to such Securities Depository during a period in which the Series 2020-B Warrants are held pursuant to the Book-Entry System.

Series 2020-B Warrants means the County's \$33,695,000 original principal amount of Taxable General Obligation Warrants, Series 2020-B, dated October 22, 2020 authorized to be issued hereunder.

Warrant Register means the register for the registration and transfer of Series 2020-B Warrants maintained by the Custodian for the County hereunder.

Warrant Registrar shall mean the agent of the County appointed as such pursuant to Section 2.04 hereof the purpose of registering and transferring Series 2020-B Warrants.

Warrant Fund means the Warrant Fund established pursuant to Section 3.02 hereof.

(b) The definitions set forth in this section shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders. "Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this resolution and order as an entirety and not solely to the particular portion thereof in which any such word is used.

Section 1.02. Findings and Representations.

The County, by and through the Commission, does hereby find, determine, represent, and warrant as follows:

(a) It is necessary, desirable, in the best public interest of County residents and in the best financial interest of the County for the County to issue the Series 2020-B Warrants for the purposes of (1) advance refunding and redeeming a (i) \$2,710,000 principal portion (the "Refunded Series 2013 Warrants") of the County's outstanding General Obligation Warrants, Series 2013, dated February 1, 2013 (the "Series 2013 Warrants") on January 1, 2023, (ii) \$7,975,000 principal portion (the "Refunded Series 2014 Warrants")

of the County's outstanding General Obligation Taxable Warrants, Series 2014, dated June 1, 2014 (the "Series 2014 Warrants") on June 1, 2024, and (iii) \$18,350,000 principal portion (the "Refunded Series 2015 Warrants") of the County's outstanding General Obligation Warrants, Series 2015, dated March 1, 2015 (the "Series 2015 Warrants") on November 1, 2024, and (3) paying issuance expenses.

(b) The Refunded Series 2013 Warrants, the Refunded Series 2014 Warrants, and the Refunded Series 2015 Warrants are sometimes hereinafter collectively referred to as the "Refunded Warrants."

(c) The assessed valuation of the taxable property in the County for the preceding fiscal year (ending September 30, 2019) is not less than \$5,248,526,796.00, and the total indebtedness of the County following the issuance of the Series 2020-B Warrants chargeable against the debt limitation for the County prescribed by the Constitution of Alabama of 1901, as amended, will not be more than five percent of said assessed valuation.

ARTICLE 2

The Series 2020-B Warrants; Appointment of Custodian

Section 2.01. Authorization and Description of Series 2020-B Warrants; Book-Entry System.

(a) Description of Series 2020-B Warrants. Pursuant to the applicable provisions of the laws of Alabama, including particularly Chapter 28 of Title 11 of the CODE OF ALABAMA 1975, as amended, there is hereby authorized to be issued a series of warrants designated "Taxable General Obligation Warrants, Series 2020-B," in the aggregate principal amount of \$33,695,000 for the purposes set forth in Section 1.02(a) hereof. The Series 2020-B Warrants shall be dated October 22, 2020, shall be in fully registered form, without coupons, shall be in the denomination of \$5,000 or any integral multiple thereof for each maturity, and shall be numbered for identification as determined by the Custodian. The Series 2020-B Warrants shall mature, subject to prior optional and mandatory redemption, as hereinafter provided, on February 1 in years and principal amounts as follows and shall bear interest (computed on the basis of a 360-day year of 12 consecutive 30-day months) at the following per annum rates for all Series 2020-B Warrants maturing in the year set opposite such rates:

Maturity (February 1)	Principal Amount	Interest Rate
2021	\$150,000	0.323%
2022	620,000	0.373
2023	620,000	0.451
2024	2,245,000	0.669
2025	1,590,000	0.769
2026	3,590,000	0.961
2027	3,625,000	1.161
2028	3,680,000	1.374
2029	3,330,000	1.474
2030	2,485,000	1.574
2031	2,525,000	1.724
2032	2,575,000	1.824
2033	2,620,000	1.924
2039	4,040,000	2.346

The principal of and premium (if any) on the Series 2020-B Warrants shall be payable only upon presentation and surrender of the Series 2020-B Warrants at the designated office of the Custodian in Birmingham, Alabama. Except as otherwise provided by Section 2.01(b) hereof, interest on the Series 2020-B Warrants shall be remitted by the Custodian to the then registered owners of the Series 2020-B Warrants at the respective addresses thereof shown on the registration books of the Custodian pertaining to the Series 2020-B Warrants. Interest shall be payable on February 1 and August 1 in each year, first interest payable on February 1, 2021. The principal of, premium, if any, and interest on the Series 2020-B Warrants shall be payable in lawful money of the United States of America at par and without discount, exchange, deduction or charge therefor.

(b) Book-Entry System.

(1) The Series 2020-B Warrants shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Series 2020-B Warrant to any person. One Series 2020-B Warrant for each maturity of such series will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Series 2020-B Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Series 2020-B Warrants are referred to as the "Beneficial Owners." The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Series 2020-B Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Series 2020-B Warrants, the County and the Custodian shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Series 2020-B Warrants for all purposes under the Resolution, including, without limitation, receipt of all principal of, premium (if any) and interest on the Series 2020-B Warrants, receipt of notices, voting, and requesting or directing the Custodian or County to take or not to take, or consenting to, certain actions under the Resolution. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under the Resolution to any Direct Participant or Indirect Participant, the County and the Custodian shall treat such assignee or assignees as the only registered owner or owners of the Series 2020-B Warrants of such series for the purpose of exercising such rights so assigned.

(2) During a period in which the Book-Entry System is in effect for the Series 2020-B Warrants, payments of principal, interest, and redemption premium, if any, with respect to such Series 2020-B Warrants will be paid by the Custodian directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representations; provided, that payment of the principal of and premium, if any, on such Series 2020-B Warrants due at final maturity or upon redemption in whole of any of such Series 2020-B Warrants shall be made only upon surrender thereof at the designated office of the Custodian. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, premium (if any) and interest on such Series 2020-B Warrants on behalf of the County or the Custodian shall be valid and effectual to satisfy and discharge the liability of the County and the Custodian to the extent of the amounts so paid, and the County and the Custodian shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the

Securities Depository or Direct Participants or Indirect Direct Participants.

(3) Transfers of ownership interests in the Series 2020-B Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Series 2020-B Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of beneficial ownership in such Series 2020-B Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(4) Redemption notices respecting Series 2020-B Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Custodian.

(5) In the event that the Securities Depository ceases to act as the securities depository for the Series 2020-B Warrants, the County shall discontinue the Book-Entry System for such Series 2020-B Warrants. If the County fails to appoint another qualified securities depository to replace the then acting Securities Depository, the County will cause the Custodian to authenticate and deliver fully registered certificated Series 2020-B Warrants to each Beneficial Owner in evidence of the ownership interests thereof. The Securities Depository shall provide a list of Series 2020-B Warrantholders with addresses to the Custodian. If the Book-Entry System is discontinued for the Series 2020-B Warrants, payments to, and transfers of such Series 2020-B Warrants by the Beneficial Owners shall be governed by the provisions set forth in the resolution with respect thereto.

(6) The County may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Custodian serving in the capacity of custodian) to provide for a Book-Entry System or similar method for the registration and transfer of the Series 2020-B Warrants.

(7) During a period in which the Book-Entry System is in effect for the Series 2020-B Warrants in accordance herewith, the provisions of the resolution and such Series 2020-B Warrants shall be construed in accordance with the Letter of Representations and to give full effect to such Book-Entry System and the County acknowledges that it is subject to the provisions of Release No. 34-47978; File No. SR-DTC-2003-02.

(8) The Beneficial Owners of the Series 2020-B Warrants, by their acquisition of any beneficial interest in a Series 2020-B Warrant or Series 2020-B Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the County and the Custodian shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium (if any) and interest on the Series 2020-B Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of the Resolution to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

Section 2.02. Discontinuation of Book-Entry System; Registration; Transfer and Exchange of Series 2020-B Warrants; Replacement of Lost, Destroyed or Stolen Series 2020-B Warrants.

(a) The Series 2020-B Warrants may be issued in certificated form, and not pursuant to a Book Entry System, in accordance with the provisions hereof.

(b) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Series 2020-B Warrants at any time upon notice to the County and the Custodian and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for such Series 2020-B Warrants will be discontinued unless a successor securities depository is appointed by the County. In addition, the Book-Entry System may be discontinued for the Series 2020-B Warrants subject to the provisions of Release No. 34-47978; File No. SR-DTC-2003-02.

(c) In the event the Series 2020-B Warrants are issued in certificated form and not pursuant to a book-entry system or the Book-Entry System for the Series 2020-B Warrants is discontinued, Series 2020-B Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Series 2020-B Warrants will be registered in the names of the owners thereof on the registration books of the Custodian pertaining thereto, and the Custodian will make payments of principal of, premium (if any) and interest on such Series 2020-B Warrants to the registered owners thereof as provided in the Series 2020-B Warrants and this resolution and the following provisions with respect to registration, transfer and exchange of such Series 2020-B Warrants by the registered owners thereof shall apply:

(1) Each of the Series 2020-B Warrants may be transferred by the Holder thereof or his duly authorized attorney, only on the Series 2020-B Warrant Register upon surrender of such Series 2020-B Warrant to the Warrant Registrar for cancellation. Upon surrender for transfer of any Series 2020-B Warrant, the County shall execute, and the Custodian shall authenticate, register and deliver, in the name of the designated transferee or transferees, one or more new Series 2020-B Warrants of any Authorized Denominations and in a principal amount equal to the unpaid or unredeemed portion of the principal of the Series 2020-B Warrant so presented.

(2) At the option of the Holder, Series 2020-B Warrants may be exchanged for other Series 2020-B Warrants of the same series, of any Authorized Denomination and of a like aggregate principal amount, upon surrender of the Series 2020-B Warrants to be exchanged at a designated corporate office of the Warrant Registrar. Whenever any Series 2020-B Warrants are so surrendered for exchange, the County shall execute, and the Custodian shall authenticate, register and deliver, the Series 2020-B Warrants which the Holder making the exchange is entitled to receive.

(3) All Series 2020-B Warrants surrendered upon any exchange or transfer provided for in this resolution shall be canceled.

(4) All Series 2020-B Warrants issued upon any transfer or exchange of Series 2020-B Warrants shall be the valid obligations of the County and be entitled to the same security and benefits under this resolution as the Series 2020-B Warrants surrendered upon such transfer or exchange.

(5) Every Series 2020-B Warrant presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the County and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(6) The Warrant Registrar shall not be required to transfer or exchange any Series 2020-B Warrant during the period between the Record Date and the then next succeeding interest payment

date; and, in the event that any Series 2020-B Warrant (or any part thereof) is duly called for redemption, the Warrant Registrar shall not be required to transfer or exchange any such Series 2020-B Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(7) If (i) any mutilated Series 2020-B Warrant is surrendered to the Custodian, or the County and the Custodian receive evidence to their satisfaction of the destruction, loss or theft of any Series 2020-B Warrant, and (ii) there is delivered to the County and the Custodian such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the County or the Custodian that such Series 2020-B Warrant has been acquired by a bona fide purchaser, the County shall execute and the Custodian shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2020-B Warrant, a new Series 2020-B Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(8) Upon the transfer or exchange of any Series 2020-B Warrant or the issuance of any new Series 2020-B Warrant under this Section, the County may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith; provided no charge shall be made to the Holder for any transfer or exchange of Series 2020-B Warrants.

(9) Every new Series 2020-B Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Series 2020-B Warrant shall constitute an original additional contractual obligation of the County, whether or not the destroyed, lost or stolen Series 2020-B Warrant shall be at any time enforceable by any person.

(10) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2020-B Warrants.

Section 2.03. Redemption of Series 2020-B Warrants.

The Series 2020-B Warrants are subject to optional and mandatory redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice stated in the face of the Series 2020-B Warrants as hereinafter set forth in Section 2.08 hereof.

Section 2.04. Registration of Series 2020-B Warrants.

The County shall cause to be kept at the designated office of the Custodian in Birmingham, Alabama a register (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the County shall provide for the registration of Series 2020-B Warrants and registration of transfers of Series 2020-B Warrants entitled to be registered or transferred as herein provided. The Custodian is hereby appointed "Warrant Registrar" for the purpose of registering Series 2020-B Warrants and transfers of Series 2020-B Warrants as herein provided.

Section 2.05. Execution of the Series 2020-B Warrants and Authentication and Registration Certificate.

(a) Each of the Series 2020-B Warrants shall be manually executed in the name and on behalf of the County by the Chairman and the official seal of the County shall be manually imprinted thereon. The County Administrator shall manually attest the seal of the County. The Series 2020-B Warrants shall be

registered by the Chairman as a claim against the County and the Warrant Fund, which registration shall be made simultaneously as to all the Series 2020-B Warrants. The Registration Certificate shall be manually executed by the Chairman. The Chairman and the County Administrator are hereby directed to so execute and register the Series 2020-B Warrants as provided above. In case any officer whose signature shall appear on the Series 2020-B Warrants shall cease to be such officer before the authentication and delivery of such Series 2020-B Warrants, such signature shall nevertheless be valid and sufficient for all purposes, the same as if said officer had remained in office until authentication and delivery of the Series 2020-B Warrants.

(b) The Authentication and Registration Certificate on each Series 2020-B Warrant shall be manually executed by an authorized officer of the Custodian and each Series 2020-B Warrant shall be registered in the name of the owner on the registration books maintained with the Custodian. No Series 2020-B Warrant shall be valid unless such Series 2020-B Warrant has been validly authenticated and registered by the Custodian.

Section 2.06. Custodian for the Series 2020-B Warrants.

(a) The County does hereby designate and appoint Regions Bank with a designated corporate trust office in Birmingham, Alabama, as the custodian (the "Custodian") for the Warrant Fund and paying agent, warrant registrar and authenticating agent for and with respect to the Series 2020-B Warrants. In the event the bank so designated should refuse or cease to act as depository or should become incapable of so acting, then the County may at any time and from time to time designate as depository any other banking institution that participates in the Security for Alabama Funds Enhancement Program (SAFE) Program (ALA. CODE § 41-14A-1 (1975)), the deposits of which are insured by the Federal Deposit Insurance Corporation (or any successor or similar entity) and has a designated office in the State of Alabama and which is qualified to serve as paying agent, registrar and authenticating agent for and with respect to the Series 2020-B Warrants.

(b) The Custodian, by acceptance of its duties hereunder, shall be construed to have agreed thereby with the registered owners from time to time of the Series 2020-B Warrants that it will make all remittances of principal of, premium (if any), and interest on the Series 2020-B Warrants out of money supplied by the County for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The County hereby covenants and agrees with the registered owners of the Series 2020-B Warrants and with the Custodian that it will pay all charges for exchange, fees or expenses which may be incurred by such Custodian in the making of remittances in bankable funds at par.

Section 2.07. Application of Proceeds of Series 2020-B Warrants.

The proceeds from the sale of the Series 2020-B Warrants shall be disbursed by the County Administrator for the following purposes and in the following order:

(a) \$24,221,284.44 shall be deposited in the Series 2013/Series 2015 Escrow Fund established by the Series 2013/Series 2015 Refunding Trust Agreement, along with the sums of \$33,875 and \$309,414.07 transferred thereto from the respective Series 2013/Series 2015 Warrant Funds, and applied in the combined amount of \$24,564,573.51 to the purchase of open-market securities from Wells Fargo for the advance refunding and redemption of the Refunded Series 2013 Warrants on January 1, 2023 and the Refunded Series 2015 Warrants on November 1, 2024, as set forth in the Verification Report.

(b) \$9,120,982.70 shall be deposited in the Series 2014 Escrow Fund established by the Series 2014 Refunding Trust Agreement, along with the sum of \$109,078.33 transferred thereto from the Series 2014 Warrant Fund, and applied in the combined amount of \$9,230,061.03 to the purchase of open-market securities from PNC Bank for the advance refunding and redemption of the Refunded Series 2014 Warrants

on June 1, 2024, as set forth in the Verification Report.

(c) The sum of \$234,800.36 shall be deposited in the Series 2020 Warrant Fund and applied to the payment of approved issuance expenses as set forth on Exhibit A to the Closing Memorandum with any principal sums remaining after the payment of all issuance expenses to remain therein for the first interest payment due February 1, 2021.

Section 2.08. Form of the Series 2020-B Warrants.

The form of the Series 2020-B Warrants and the requisite certificates thereof shall be substantially as follows:

**UNITED STATES OF AMERICA
STATE OF ALABAMA
BALDWIN COUNTY
TAXABLE GENERAL OBLIGATION WARRANT
SERIES 2020-B**

No. R _____ \$ _____

MATURITY DATE: _____ INTEREST RATE: _____ CUSIP: _____

BALDWIN COUNTY, a political subdivision of the State of Alabama (the "County"), for value received, hereby orders and directs the County Depository of the County, or any person or entity which may succeed to its duties, to pay to CEDE & CO. or registered assigns the principal sum of

_____ Dollars (\$ _____)

solely from the Fund hereinafter designated on the Maturity Date specified above, and to pay to said payee from said Fund interest on said principal sum from the date hereof at the Interest Rate per annum specified above, payable on February 1 and August 1 in each year, first interest payable on February 1, 2021. The principal of and interest on this warrant are payable in lawful money of the United States of America, at par and without discount, exchange, deduction or charge therefor. The principal of and premium (if any) on this warrant shall be payable only upon presentation and surrender of this warrant at the designated office of Regions Bank in Birmingham, Alabama (the "Custodian"). Interest on this warrant shall be remitted by the Custodian in accordance with the procedures and requirements of the Book-Entry System but if such system is not in effect, then the Custodian shall remit interest to the then registered owner of this warrant at the address thereof shown on the registration books of the Custodian. Such payments shall be deemed timely made if so mailed on the interest payment date (or if such interest payment date is not a business day, then on the next succeeding business day). Interest shall be computed on a 360 day year with twelve months of thirty days each. All such payments shall be valid and effectual to satisfy and discharge the liability of the County or the Custodian upon this warrant to the extent of the sum or sums so paid.

This warrant is one of a duly authorized issue of Taxable General Obligation Warrants, Series 2020-B, dated October 22, 2020 of the County (the "Warrants") limited to an aggregate principal amount of \$33,695,000, issued pursuant to the Constitution and laws of the State of Alabama, including the provisions of Chapter 28 of Title 11 of the CODE OF ALABAMA 1975, and a resolution and order and related proceedings of the County duly held, passed and conducted on October 6, 2020 (the "Authorizing Resolution"). The

indebtedness evidenced by the Warrants is a general obligation of the County and the full faith and credit of the County are pledged to the punctual payment of the principal thereof and interest thereon.

The Warrants are initially issued in Authorized Denominations pursuant to a Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee, all as more particularly provided in the Authorizing Resolution. Reference is hereby made to the Authorizing Resolution for the terms and conditions upon which the purchase, transfer and exchange of beneficial ownership interest in the Warrants are to be made by means of the Book-Entry System administered by the Securities Depository, to and by all of which terms, conditions and provisions of the Authorizing Resolution the owner of any beneficial interest in the Warrant, by the acquisition hereof, hereby assents and agrees to be bound. In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof, the hereinafter described Warrants will be registered in the names of the owners thereof on the registration books of the Custodian pertaining thereto, the Custodian shall make payments of principal of, premium (if any) and interest on the Warrants to the registered owners thereof as provided in the Warrants and the Authorizing Resolution, and the provisions of this warrant and of the Authorizing Resolution with respect to registration, transfer and exchange of warrants by the registered owners thereof shall apply.

The County has established in the Authorizing Resolution a special fund designated the "Series 2020-B General Obligation Taxable Warrants Fund" for the payment of the principal of and interest on the Warrants and has obligated itself to pay or cause to be paid into said Fund from the proceeds of the revenues or funds of the County, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same mature and come due.

The Warrants with a stated maturity on February 1, 2031 and thereafter shall be subject to redemption at the option of the Issuer, as a whole or in part (and if in part, in such maturities as the Issuer in its discretion shall select and in amounts of \$5,000 or any integral multiple thereof), on February 1, 2030 and on any date thereafter, at and for a redemption price equal to the principal amount of the Warrants to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Warrants with a stated maturity on February 1, 2039 (the "2039 Term Warrants") are required to be redeemed on February 1, 2034 and on each February 1 thereafter in the following principal amounts (with those to be redeemed to be selected by the Custodian) at a redemption price equal to the principal amount thereof plus accrued interest thereon, without any premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2034	\$635,000
2035	650,000
2036	665,000
2037	680,000
2038	700,000

The remainder of the 2039 Term Warrants in principal amount of \$710,000 will mature on February 1, 2039.

Any redemption shall be made in the manner, upon the notice, and on the terms and conditions provided in the Authorizing Resolution. If less than all of the Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the County shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date and, in accordance with the Letter of Representations, the Securities Depository may

determine the amount of the interest of each Direct Participant in those of such Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate. If less than all the Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the County shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date on the basis of the smallest Authorized Denomination of such Warrants, and the Custodian shall select, by lot or by such method as the Custodian shall deem fair and appropriate, the order and amount of the Warrants to be redeemed within a maturity. The County and the Custodian shall so select such Warrants for redemption in such manner so as to assure that after such redemption no Holder shall retain Warrants in an aggregate amount less than an Authorized Denomination.

The Warrants are issuable only as fully registered Warrants in the denomination of \$5,000 or any integral multiple thereof for each maturity. Provision is made in the Authorizing Resolution for the exchange of Warrants for a like aggregate principal amount of Warrants of the same maturity and in authorized denomination, all upon the terms and subject to the conditions set forth in the Authorizing Resolution with respect thereto.

This warrant is transferable by the registered owner hereof, in person or by authorized attorney, only on the books of the Custodian (the registrar of the County) and only upon surrender of this warrant to the Custodian for cancellation, and upon any such transfer, a new Warrant of like tenor hereof shall be issued to the transferee in exchange therefor, all as more particularly described in the Authorizing Resolution. Each registered owner, by receiving or accepting this warrant, shall consent and agree and shall be estopped to deny that, insofar as the County and the Custodian are concerned, this warrant may be transferred only in accordance with the provisions of the Authorizing Resolution.

The Custodian shall not be required to transfer or exchange this warrant during the period of fifteen (15) days next preceding any interest payment date; and, in the event that this warrant (or any principal portion hereof) is duly called for redemption, the Custodian shall not be required to register or transfer this warrant during the period of forty-five (45) days next preceding the date fixed for such redemption. No charge shall be made for the privilege of transfer, but the registered owner of any Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

Provision is made in the Authorizing Resolution for the replacement of any Warrant which shall be or become mutilated, lost, stolen or destroyed by the issuance, authentication and registration of a new Warrant of like tenor, subject, however, to the terms, conditions and limitations contained in the Authorizing Resolution with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description, that this warrant has been registered in the manner provided by law, that the Warrants represent valid claims against the Warrant Fund, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this warrant and the adoption of the Authorizing Resolution have happened, do exist and have been performed as so required and that the principal amount of this warrant, together with all other indebtedness of the County, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the County, acting by and through its County Commission as the governing body thereof, has caused this warrant to be manually executed in its name and on its behalf by the Chairman, has caused its corporate seal to be affixed hereto, has caused said seal to be manually attested by its County Administrator, and has caused this warrant to be dated October 22, 2020.

BALDWIN COUNTY

Billie Jo Underwood, Chairman

COUNTY SEAL

Attest _____
Wayne Dyess, County Administrator

AUTHENTICATION AND REGISTRATION DATE: _____

CERTIFICATE OF AUTHENTICATION AND REGISTRATION OF OWNERSHIP

This Series 2020-B Warrant is hereby authenticated and has been registered by Baldwin County on the registration books maintained with the Custodian in the name of the above registered owner on the Authentication and Registration Date noted above.

REGIONS BANK

By _____
Its Authorized Officer

ASSIGNMENT

For value received _____ hereby sell(s), assign(s), and transfer(s)
unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s)
_____, attorney, with full power of substitution in the premises, to transfer this Warrant
on the books of the within mentioned Custodian.

Dated this ____ day of _____, ____.

NOTE: The signature on this assignment must correspond
with the name of the registered owner as it appears on the
face of the within Warrant in every particular, without
alteration, enlargement or change whatsoever.

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____
(Authorized Officer)

- * Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program

(STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

NOTICE BY SECURITIES DEPOSITORY

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Authorizing Resolution referenced in the within Warrant), to the County or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Authorizing Resolution referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

ARTICLE 3

Security for Series 2020-B Warrants; Source of Payment; Warrant Fund; Payment of Series 2020-B Warrants

Section 3.01. Series 2020-B Warrants Are General Obligations.

The indebtedness evidenced and ordered paid by the Series 2020-B Warrants shall be a general obligation of the County for the punctual payment of the principal of, premium, if any, and interest on which the full faith, credit and taxing power of the County are hereby sacredly and irrevocably pledged. The County represents that ad valorem taxes have been levied and hereby covenants and agrees that such taxes will be levied and collected, insofar as such taxes may be permitted by the present or any future provisions of the Constitution of Alabama of 1901, as amended, on all taxable property in the County, and applied to the maximum extent permitted by law to the payment of the principal of and interest on the Series 2020-B Warrants as such principal matures and such interest comes due, in amounts sufficient for such purposes.

Section 3.02. The Warrant Fund.

(a) There is hereby established a special fund designated the "Series 2020-B General Obligation Taxable Warrant Fund" (hereafter the "Warrant Fund") which shall be held by the Custodian, as paying agent for the Series 2020-B Warrants, until the principal of, premium (if any) and interest on the Series 2020-B Warrants shall have been paid in full or provision for such payment shall have been made in accordance with and as provided in Section 3.06 hereof. Money in the Warrant Fund shall be used solely for the payment of the principal of, premium (if any) and interest on the Series 2020-B Warrants.

(b) The County shall pay or cause to be paid into the Warrant Fund the following amounts on or before the following dates:

(1) On or before October 25, 2020 and on or before the 25th day of each month thereafter, to and including January 25, 2021, an amount equal to one-fourth (1/4th) of the interest coming due on the Warrants on the first ensuing interest payment date of February 1, 2021;

(2) On or before February 25, 2021 and on or before the 25th day of each month thereafter, to and including January 25, 2039, an amount equal to one-sixth (1/6th) of the interest coming due on the Warrants on the next ensuing interest payment date;

(3) On or before October 25, 2020 and on or before the 25th day of each month thereafter, to and including January 25, 2021, an amount equal to one-fourth (1/4th) of the principal coming due on the first principal payment date of February 1, 2021; and

(4) On or before February 25, 2021, and on or before the 25th day of each month thereafter, to and including January 25, 2039, an amount equal to one-twelfth (1/12th) of the principal coming due or subject to mandatory redemption on the next principal payment or mandatory redemption date.

(c) On the date of delivery of the Series 2020-B Warrants, all deposits into the Warrant Fund required by this section shall be made current; provided that the amount received as accrued interest shall be credited against the amount required to be deposited in the Warrant Fund.

(d) If on any principal or interest payment date the balance in the Warrant Fund is insufficient to pay the principal of and interest on the Series 2020-B Warrants due and payable on such date, the County shall forthwith pay any such deficiency into the Warrant Fund. The County further covenants and agrees that if the proceeds of ad valorem taxes are in any year insufficient to pay the principal of and interest on the Series 2020-B Warrants coming due and payable in such year, it will provide the amount of such deficiency from other taxes, revenues and income of the County.

(e) The County and the Custodian shall cause all money deposited in the Warrant Fund to be applied to the payment of principal of or interest on the Series 2020-B Warrants within thirteen months from the date of such deposit and shall cause all income and profits received from the investment of money in the Warrant Fund to be applied to the payment of principal of or interest on the Series 2020-B Warrants within twelve months from the date of receipt of such income or profits.

(f) Income and profits received from any investment of money in the Warrant Fund shall be credited against the deposit next required to be made into the Warrant Fund.

Section 3.03. Transfer of Funds.

The County shall collect the revenues, income, taxes, assets and resources of the County, and the County shall deposit into said Fund from the aforesaid sources all amounts required to be deposited in the Warrant Fund.

Section 3.04. Security for Warrant Fund.

The money at any time on deposit in the Warrant Fund shall be and at all times remain public funds impressed with a trust for the purposes for which the Warrant Fund is created. The Custodian shall at all times keep the money on deposit with it in the Warrant Fund continuously secured for the benefit of the County and the registered owners of the Series 2020-B Warrants either

(a) by holding on deposit as collateral security Federal Securities having a market value (exclusive of accrued interest) not less than the amount of money on deposit in the Warrant Fund, or

(b) if the furnishing of security in the manner provided in the foregoing clause (a) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by

the applicable State of Alabama and federal laws and regulations respecting the security for or granting a preference in the case of the deposit of public trust funds;

provided however, that it shall not be necessary for the Custodian so to secure (1) any portion of the money on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or (2) any portion of the money on deposit in the Warrant Fund that may be invested as provided in Section 3.05 of this resolution and order.

Section 3.05. Investment of Money in Warrant Fund.

The County may cause any money on deposit in the Warrant Fund not then needed for the payment of principal of or interest on the Series 2020-B Warrants to be invested or reinvested in Qualified Investments. All such investments must mature or be subject to redemption at the option of the registered owner on or prior to the respective date or dates when cash funds will be required for the purposes of such Fund. Any such investments shall be held by or under control of the Custodian. All interest accruing on investments and any profit realized from the investment of funds on deposit in the Warrant Fund shall be deposited in said Fund. Any losses resulting from liquidation of investments in the Warrant Fund shall be charged to said Fund and shall be added to the next ensuing deposit specified herein. The Custodian shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Warrant Fund is insufficient to pay the interest and principal requirements on the Series 2020-B Warrants.

Section 3.06. Provision for Payment of Series 2020-B Warrants.

(a) The Series 2020-B Warrants shall be deemed fully paid for purposes of this resolution if:

(1) The County shall have filed with the Custodian a fully executed copy of an irrevocable trust agreement between the County and a banking institution with a designated office in the State of Alabama making provision for the retirement of the Series 2020-B Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of the Series 2020-B Warrants then outstanding (including payment of the interest that will mature thereon until and on the dates they are retired, as such interest becomes due and payable, and the premium, if any, required to be paid upon the redemption of the Series 2020-B Warrants, if any being redeemed), either by redemption prior to their respective maturities, by payment at their respective maturities, or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which trust fund shall consist of (A) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities and due date, will produce funds sufficient so to provide for payment and retirement of such Series 2020-B Warrants, or (B) both cash and Federal Securities as described in (A) above which together will produce funds sufficient for such purpose, or (C) cash sufficient for such purpose; and

(2) Such notice as is required hereunder for the redemption of those Series 2020-B Warrants (if any) that, according to such trust agreement, are to be redeemed prior to their respective maturities, has been given or provisions satisfactory to the Custodian have been made for the giving of such notice.

(b) Any money on deposit in the Warrant Fund (to the extent that such money is not required for the payment of the principal of, premium, if any, and interest on the Series 2020-B Warrants previously becoming due and payable, or is not otherwise unavailable for the following use) may at the direction of the County be transferred to and constitute a part of the trust fund created pursuant to the aforesaid trust agreement providing for the retirement of the Series 2020-B Warrants.

Section 3.07. Expenses of Collection; Interest After Maturity.

The County covenants and agrees that, if the principal of and interest on the Series 2020-B Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owners of the Series 2020-B Warrants all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorneys' fee. The Series 2020-B Warrants shall bear interest at the rate of 2% per annum or the maximum rate of interest allowed by law, whichever is less, from and after the respective maturity or due dates thereof, if not then paid.

ARTICLE 4

RESERVED

ARTICLE 5

Sale of Series 2020-B Warrants; Official Statement

Section 5.01. Sale and Delivery of Series 2020-B Warrants; Closing Papers.

The Series 2020-B Warrants shall be sold to Raymond James & Associates, Inc. (the "Underwriter"), upon the payment to the County of a purchase price of \$33,577,067.50 (representing the principal amount of the Warrants less an Underwriter's discount of \$117,932.50). The Commission has determined that the sale of the Series 2020-B Warrants to such purchaser on such terms is most advantageous to the County. The Series 2020-B Warrants shall be delivered to such purchaser at such place or places as the purchaser shall direct and the Chairman shall approve, upon the payment to the County of the aforesaid purchase price. The Chairman, the County Administrator, and the Commissioners are each hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Series 2020-B Warrants; the exemption of interest on the Series 2020-B Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The Chairman shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchasers and said purchasers shall not be required to see to, or be responsible for, the application of the proceeds of the Series 2020-B Warrants. Nevertheless, the proceeds of the Series 2020-B Warrants shall be held in trust and applied for the purposes specified in this resolution and order.

Section 5.02. Approval of Official Statement for the Series 2020-B Warrants.

(a) The final Official Statement (the "Official Statement") with respect to the Series 2020-B Warrants, in substantially the form and of substantially the content as the Official Statement presented to and considered by the Commission, is hereby authorized, approved and adopted.

(b) The Commission does hereby find and determine that the Official Statement is true and correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Chairman of the Commission is hereby authorized to deliver the Official Statement for, on behalf and in the name of the County, with such changes or additions thereto or deletions therefrom as she may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the County

and the Series 2020-B Warrants offered thereby.

(d) The Preliminary Official Statement is hereby approved and its prior distribution to purchasers of the Series 2020-B Warrants is hereby ratified. The Commission does find and determine that the Preliminary Official Statement is true and correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 5.03. Approval of County Government Bond Financing Review Form.

The County Government Bond Financing Review Form in substantially the form and of substantially the content as that which is presented to and considered by the Commission, is hereby authorized, approved and adopted. The Chairman and the County Administrator are hereby authorized and directed to complete, execute and deliver such form as required by the terms thereof and to provide therein such answers and responses as are consistent with this resolution and order.

ARTICLE 6

General Provisions

Section 6.01. Provisions of Resolution and Order a Contract.

The terms, provisions and conditions set forth in this resolution and order constitute a contract between the County and the registered owners from time to time of the Series 2020-B Warrants and shall remain in full force and effect until the principal of, premium (if any) and interest on the Series 2020-B Warrants shall have been paid in full.

Section 6.02. Severability.

The provisions of this resolution and order are severable. In the event that any one or more of such provisions, or the provisions of the Series 2020-B Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this resolution and order or the Series 2020-B Warrants. This resolution and order and the Series 2020-B Warrants shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 6.03. Continuing Disclosure Undertaking.

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the County agrees to provide, or cause to be provided to the Municipal Securities Rulemaking Board (“MSRB”),

(i) the County’s audited financial statement for the prior fiscal year ending the preceding September 30, which will be posted on the EMMA website within 270 days after the end of such fiscal year; provided, however, that if such information is not available within said time, the County will post its reasonably available draft financial information;

(ii) to the extent not specifically identified in the audited or draft financial statement described in (i) above, annual updates to the following as described in the Official Statement: General Fund Revenues (A. - C.), Special Revenue Funds ((a) – (e)), Net Assessed Valuations, and Largest Ad Valorem Taxpayers;

(iii) within ten Business Days after the occurrence of a reportable event, to the MSRB, notice of the occurrence of any of the following events with respect to the Series 2020-B Warrants: (a) principal and interest payments delinquencies, (b) non-payment related defaults, if material, (c) unscheduled draws on debt service reserves reflecting financial difficulties, (d) unscheduled draws on credit enhancements reflecting financial difficulties, (e) substitution of credit or liquidity providers or their failure to perform, (f) other material events affecting the state tax-exempt status of the Series 2020-B Warrants; (g) modifications to the rights of the Series 2020-B Warrantholders, if material, (h) bond calls, if material, and tender offers, (i) defeasances, (j) release, substitution or sale of property securing repayment of the Series 2020-B Warrants, if material, (k) rating changes, if any are then in effect, (l) bankruptcy, insolvency, receivership or similar event of the obligated person, (m) merger, consolidation, acquisition or sale of assets involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, (n) appointment of a successor or additional paying agent or the change of name of the Custodian, (o) the incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material, and (p) default, an event of acceleration, a termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties; and

(iv) in a timely manner, notice of any failure by the County to provide the required annual financial information on or before the date specified in its written continuing disclosure undertaking.

The County reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, provided that any such modification may be done only in a manner consistent with the Rule. The County reserves the right to terminate its obligations to provide the annual operating information and financial information and Notices of material events, as set forth above, if and when the County no longer remains an “obligated person” with respect to the Series 2020-B Warrants, within the meaning of the Rule. The County acknowledges that its undertaking pursuant to the Rule described under this heading is intended to be for the benefit of the registered owners of the Series 2020-B Warrants and shall be enforceable by the holders of the Series 2020-B Warrants; provided that such holders’ rights to enforce the provisions of such undertaking shall be limited to a right to obtain specific enforcement of the County’s obligations under the Authorizing Resolution, and any failure by the County to comply with the provisions of such undertaking shall not be an event of default with respect to the Series 2020-B Warrants and shall not subject the County to money damages in any amount, whether compensatory, penal or otherwise. The name, address and telephone number of the initial contact person at the County are as follows:

Adria Cian Harrison, or successor as Clerk/Treasurer
Baldwin County Commission
312 Courthouse Square, Suite 11
Bay Minette, Alabama 36507
Telephone: (251) 937-0203
Facsimile: (251) 580-1621
Email: Cian.Harrison@baldwincountyal.gov

Prior Non-Compliance with Continuing Disclosure Obligations

The County has not always been in compliance with its continuing disclosure obligations, having failed, among other things, to timely file its audited financial statements and other annual information on the EMMA website and to provide notice of its failures to provide the same. The County posted its 2019 audit on

the EMMA website on July 2, 2020, its 2018 audit on June 28, 2019, its 2017 audit on June 29, 2018, its 2016 audit on June 26, 2017, its 2015 audit on June 17, 2016, and its 2014 audit on June 15, 2015.

Section 6.04. Repeal of Conflicting Provisions.

All resolution and orders, resolutions and orders or parts thereof in conflict with this resolution and order are, to the extent of such conflict, hereby repealed.

Section 6.05. Advance Refunding of the Refunded Series 2013 Warrants.

(a) The County hereby calls the Refunded Series 2013 Warrants for redemption on January 1, 2023, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) The Custodian is authorized and directed to call such warrants for redemption on such date in accordance with the resolution of the County authorizing the Refunded Series 2013 Warrants and the procedures of the book-entry system, and to disseminate a Notice of Redemption therefor.

(c) The proceeds of the Series 2020-B Warrants deposited into the Escrow Fund for the purpose of advance refunding and redeeming the Refunded Series 2013 Warrants as aforesaid shall constitute an irrevocable trust fund for the holders of the Refunded Series 2013 Warrants to be redeemed.

(d) The Refunding Trust Agreement between the County and the Authority with respect to the Refunded Series 2013 Warrants in substantially the form presented to this meeting is hereby ratified, adopted, and confirmed, and its execution by the Chairman and attestation by the County Administrator is hereby further authorized and directed.

Section 6.06. Advance Refunding of the Refunded Series 2014 Warrants.

(a) The County hereby calls the Refunded Series 2014 Warrants for redemption on June 1, 2024, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) The Custodian is authorized and directed to call such warrants for redemption on such date in accordance with the resolution of the County authorizing the Refunded Series 2014 Warrants and the procedures of the book-entry system, and to disseminate a Notice of Redemption therefor.

(c) The proceeds of the Series 2020-B Warrants deposited into the Escrow Fund for the purpose of advance refunding and redeeming the Refunded Series 2014 Warrants as aforesaid shall constitute an irrevocable trust fund for the holders of the Refunded Series 2014 Warrants to be redeemed.

(d) The Refunding Trust Agreement between the County and the Authority with respect to the Refunded Series 2014 Warrants in substantially the form presented to this meeting is hereby ratified, adopted, and confirmed, and its execution by the Chairman and attestation by the County Administrator is hereby further authorized and directed.

Section 6.07. Advance Refunding of the Refunded Series 2015 Warrants.

(a) The County hereby calls the Refunded Series 2015 Warrants for redemption on November 1, 2024, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest

thereon to the date fixed for redemption, without premium or penalty.

(b) The Custodian is authorized and directed to call such warrants for redemption on such date in accordance with the resolution of the County authorizing the Series 2015 Warrants and the procedures of the book-entry system.

(c) The proceeds of the Series 2020-B Warrants deposited into the Escrow Fund for the purpose of advance refunding and redeeming the Refunded Series 2015 Warrants as aforesaid shall constitute an irrevocable trust fund for the holders of the Refunded Series 2015 Warrants to be redeemed.

(d) The Refunding Trust Agreement between the County and the Authority with respect to the Refunded Series 2015 Warrants in substantially the form presented to this meeting is hereby ratified, adopted, and confirmed, and its execution by the Chairman and attestation by the County Administrator is hereby further authorized and directed.

After said resolution and order had been discussed and considered in full by the Commission, it was moved by Commissioner _____ that said resolution and order be now adopted. The motion was seconded by Commissioner _____. The question being put as to the adoption of said motion and the passage and adoption of said resolution and order, the roll was called with the following results:

Ayes: Billie Jo Underwood, Chairman
Charles F. "Skip" Gruber
Joe Davis III
James E. Ball

Nays: None

The Chairman thereupon declared said motion carried and the resolution and order passed and adopted as introduced and read.

Adopted this 6th day of October, 2020.

Billie Jo Underwood, Chairman

COUNTY SEAL

Authenticated and Attested:

Wayne Dyess, County Administrator

* * *

CERTIFICATE OF CHAIRMAN

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Chairman of the Baldwin County Commission. I do further certify that as Chairman of the Baldwin County Commission I have access to all original records of the County and I am duly authorized to make certified copies of its records on its behalf, the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a meeting of the Baldwin County Commission duly held on the 6th day of October, 2020, the original of which is on file and of record in the minute book of the Baldwin County Commission in my custody, the resolution and order set forth in such excerpts is a complete, verbatim and compared copy of such resolution and order as introduced and adopted by the County Commission on such date, and said resolution and order is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Baldwin County Commission this 6th day of October, 2020.

Billie Jo Underwood, Chairman



Baldwin County Commission

Agenda Action Form

File #: 21-0031, Version: 1

Item #: BJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Brian Peacock, CIS Director and Teddy Faust Jr., Revenue Commissioner

Submitted by: Carjetta Crook, Admin. Support Specialist IV

ITEM TITLE

Digital Information Cooperative Agreement with the Alabama Department of Transportation (ALDOT)

STAFF RECOMMENDATION

Regarding the acquisition and establishment of the 2016 computerized mapping project, and in order to share the costs of development and maintenance of some of the data elements of the digital ortho-photography and mapping with the Alabama Department of Transportation (ALDOT), take the following actions:

- 1) Adopt Resolution #2021-007; and
- 2) Approve the execution of a Digital Information Cooperative Agreement between the Baldwin County Commission and ALDOT.

(The term of this Agreement shall commence on the date hereof and shall continue for one year. Either party may terminate this Agreement by giving a thirty (30) day written notice. The county may at any time terminate this Agreement in the event of insufficient appropriation of Federal Funds. Upon termination of the Agreement for any reason whatsoever, no data will be required to be returned to any party. The liability for payment of any unpaid fees or obligations shall continue until paid.)

BACKGROUND INFORMATION

Previous Commission action/date: 07/19/2016

Background: The County maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Baldwin County. The County has entered a contract to acquire new digital ortho-photography and updated mapping for the entire County.

The Alabama Department of Transportation (ALDOT) maintains information concerning the planning and maintenance of a statewide system of transportation corridors of the State of Alabama.

It has been determined that each of the agencies has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some similar data elements.

The Honorable Teddy J. Faust, Revenue Commissioner, has asked staff to submit the Digital Information Cooperative Agreement to the Commission for approval.

FINANCIAL IMPACT

Total cost of recommendation: The total grant amount for this agreement is \$12,500. ALDOT will provide \$10,000.00 (80%) of these funds with the remaining \$2,500.00 (20% match) coming from the funds the county is utilizing for this project.

Budget line item(s) to be used: 51810.5150.1502.

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? No

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



ALABAMA DEPARTMENT OF TRANSPORTATION

Preliminary Engineering Location Section
1409 Coliseum Boulevard
Montgomery, Alabama 36110
Telephone: 334.242.6798



Kay Ivey
Governor

June 11, 2020

John R. Cooper
Transportation Director

Baldwin County Courthouse
Revenue Commission
P.O. Box 1389
Bay Minette, AL 36507

Attention: Teddy Faust, Jr,

RE: Mapping Agreement

Mr. Faust, Jr.,

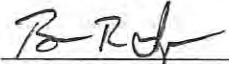
Attached please find a copy of our Digital Information Cooperative Agreement. The total grant amount for this agreement is \$12,500. The Alabama Department of Transportation (ALDOT) will provide \$10,000.00 (80%) of these funds with the remaining \$2,500 (20% match) coming from the funds the county is utilizing for this project.

Please review these documents thoroughly. If Baldwin County is in acceptance of these terms, please complete, notarize, and return the Agreement, the Resolution, and the Estimate of Expenditures to this office, Attn: Katrina M. Faison.

If you have any questions or need any further clarification, please feel free to contact Katrina Faison at (334) 242-6571 or John Russell at (334) 242-6405.

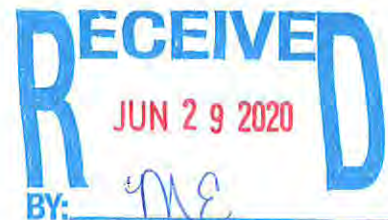
Sincerely,

Steven E. Walker, PE
State Design Engineer

BY: 
Brian R. Ingram, PE/PLS
Location Engineer

SEW /BRI/kmf
Attachment

C: Kenneth McIlwain, Baldwin County Commission
File





ALABAMA DEPARTMENT OF TRANSPORTATION

Preliminary Engineering Location Section
1409 Coliseum Boulevard
Montgomery, Alabama 36110
Telephone: 334.242.6798



Kay Ivey
Governor

June 11, 2020

John R. Cooper
Transportation Director

Baldwin County Courthouse
Revenue Commission
P.O. Box 1389
Bay Minette, AL 36507

Attention: Teddy Faust, Jr,

RE: Mapping Agreement

Mr. Faust, Jr.,

Attached please find a copy of our Digital Information Cooperative Agreement. The total grant amount for this agreement is \$12,500. The Alabama Department of Transportation (ALDOT) will provide \$10,000.00 (80%) of these funds with the remaining \$2,500 (20% match) coming from the funds the county is utilizing for this project.


Please review these documents thoroughly. If Baldwin County is in acceptance of these terms, please complete, notarize, and return the Agreement, the Resolution, and the Estimate of Expenditures to this office, Attn: Katrina M. Faison.

If you have any questions or need any further clarification, please feel free to contact Katrina Faison at (334) 242-6571 or John Russell at (334) 242-6405.

Sincerely,

Steven E. Walker, PE
State Design Engineer

BY:


Brian R. Ingram, PE/PLS
Location Engineer

SEW /BRI/kmf
Attachment

C: Kenneth McIlwain, Baldwin County Commission
File

ALABAMA DEPARTMENT OF TRANSPORTATION

COUNTY COMMISSION of BALDWIN COUNTY
Governing Board

ESTIMATE OF WORK PERFORMED AND EXPENDITURES

Location: BAY MINETTE, ALProject Number: SPR 0001 (063)

For Period as Listed From:
Invoice Date

1/15/2020 to 9/30/2020
Invoice No.

Estimate N 1F
0270211063-01F

Description of Work	Unit	Unit Price	This Month		To Date	
			Quantity	Amount	Quantity	Amount
ACQUISITION OF: 1"=100'/400' OF				\$12,500		\$12,500
DIGITAL ORTHO-PHOTOGRAPHY AND						
UPDATED MAPPING OF COUNTY						
Total Construction Cost				\$12,500		\$12,500
Less % Retainage						
Sub Total						
Plus Eng. & Insp.	Previous	Current	To Date			
Preliminary Engineering						
Construction Engineering						
Total Eng. & Insp.						
Total Construction & Engineering Cost				\$12,500		\$12,500
Less Previous 20% Payment(s) by County				\$2,500		\$2,500
Less Deduction(s)						
Net Amount of Current Participation						
Amount Claimed 80%				\$10,000		\$10,000

I certify this estimate to be correct, due and unpaid.

We hereby accept this estimate as being correct, due and unpaid.


Authorized County Official

STATE OF ALABAMA County of

Sworn and Subscribed to before me this

day of

2020 .

Final Estimate Only

Approved:

State Design Engineer

Notary of Public

DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the ____ day of _____, 2020 by and between the Baldwin County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Baldwin County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.01 Definitions. As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2020 computerized mapping project.

1.02 The County has entered into a contract with EagleView to acquire 1" = 100/400' scale digital ortho-photography and updated mapping for the County. The aerial photography and resulting data will be collected in accordance with the Alabama Department of Revenue's Property Tax

Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- (a) This agreement is for a federal grant in the amount of **\$12,500** to be applied toward the completion of the 2020 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor..
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (**\$10,000**) and the county will provide the remaining 20% (**\$2,500**) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost.
- (c) The COUNTY shall provide the ALDOT a copy of the 2020 photography contract.
- (d) The COUNTY shall provide the ALDOT a copy of the "Data Set" and all deliverables generated from the County's 2020 photography contract.
- (e) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 – Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in according with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2020. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2020, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in according with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.01 Term. The term of this Agreement shall commence on the date of execution by the Governor of Alabama, and shall continue for one year.

2.02 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. Either party may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 4. Force Majeure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. 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.

Section 10. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Section 11. By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312. The Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 12. 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.

Section 13. 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 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL:

ATTEST:

BALDWIN COUNTY, ALABAMA

(Notary Signature)

County Commission, Chairman

Type Name

Type Name (County Commission Chairman)

**THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT:**

Chief Counsel, William F. Patty
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

State Design Engineer, Steven E. Walker, PE
Alabama Department of Transportation

Chief Engineer, Don T. Arkle, PE
Alabama Department of Transportation

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this
___ day of _____, 2020.

Governor of Alabama, Kay Ivey

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Baldwin County, Alabama that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2020 computerized mapping project, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this ____ day of _____, 2020.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk 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 Commission of the County named therein, at a regular meeting of such Commission held on the ____ day of _____, 2020, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this ____ day of _____, 2020.

County Clerk

SEAL

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 CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT 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.



Baldwin County Commission

Agenda Action Form

File #: 21-0007, Version: 1

Item #: BK1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Zachary M. Hood, EMA Director

Submitted by: Danon Smith, EMA Planning and Grants Coordinator

ITEM TITLE

Fiscal Year 2021 Alabama Department of Public Health Strategic National Stockpile Grant Agreement

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept the Fiscal Year 2020 Alabama Department of Public Health (ADPH) Strategic National Stockpile (SNS) Grant Agreement with the Alabama Department of Public Health, for grant number C00119210 in the amount of \$7,500.00 for the Baldwin County Emergency Management Agency as the Regional Distribution Site for the ADPH Southwestern District. This grant was effective on July 1, 2020, and will terminate on Jun 30, 2021; and
- 2) Authorize the Chairman to sign and execute the agreement and any other related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Emergency Management Agency (EMA) assists the Alabama Department of Public Health (ADPH) by maintaining a Regional Distribution Site (RDS) and for the distribution of the Strategic National Stockpile (pharmaceuticals and supplies) in the Southwestern Public Health District Counties during a public health emergency. These counties include Baldwin, Clarke, Choctaw, Conecuh, Dallas, Escambia, Marengo, Monroe, Washington, and Wilcox.

Baldwin County EMA assists the Alabama Department of Public Health in the coordination of planning and training efforts relating to the RDS and SNS activities. The Center for Disease Control (CDC) ships supplies and pharmaceuticals from the ADPH warehouse in Montgomery to RDS sites to be staged and distributed.

Baldwin County Coordinates with the nine other counties in the Southwestern Public Health District in Alabama to complete and execute these activities.

FINANCIAL IMPACT

Total cost of recommendation: \$7,500.00, to be offset by grant revenue

Budget line item(s) to be used: 70000 series, to be assigned upon approval

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: 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: Grant funds must be expended by June 30, 2021.

Individual(s) responsible for follow up: Administration Staff: Obtain Chairman's signature on two (1) original agreements. Send one original with correspondence to:

Ellen Snipes
Alabama Department of Public Health
Center for Emergency Preparedness
P.O. Box 303017
Montgomery, Alabama 36130-3017

ADPH will obtain signatures at the State level, will retain a copy for their files, and will send one copy back to the Baldwin County Commission Administration Office in Bay Minette once the agreement is fully executed. BCC will retain a copy and send one copy to EMA (Attn: Danon Smith) for the grant file.

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

Additional instructions/notes: N/A



Scott Harris, M.D., M.P.H.
STATE HEALTH OFFICER

August 27, 2020

Billie Jo Underwood, Chairman
Baldwin County EMA
23100 McAuliffe Drive
Robertsdale, AL 36567

Dear Ms. Underwood:

Enclosed is an original copy of your Grant with the Alabama Department of Public Health. This Grant in the amount of **\$7,500.00** is effective **July 1, 2020 through June 30, 2021**. Payment for the services provided will be made upon execution of this agreement as described in Section 1, Payment to Sub-Recipient.

After your review of this Grant, if there are no questions, please enter your approval signature on this document and return it as soon as possible. A fully executed copy will be returned to you upon final approval by representatives of the Alabama Department of Public Health and others, as required.

Return documents to the attention of Ellen Snipes at the address shown below:

Alabama Department of Public Health
Center for Emergency Preparedness
P. O. Box 303017
Montgomery, Alabama 36130-3017

If you have questions, please contact Lisa Connell at 334-290-6302. Your concern for the safety and welfare of our citizens and your willingness to assist in preparation for emergencies is appreciated.

Sincerely,

Robert A. Mullins, Director
Center for Emergency Preparedness

RAM/EES

Enclosure: C00119210

**GRANT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
COUNTY OF BALDWIN**

This Grant entered into by and between the **Alabama Department of Public Health**, hereinafter the "**Department**," and the **County of Baldwin**, hereinafter "**Sub-Recipient**," is effective **July 1, 2020** and terminates **June 30, 2021**.

WHEREAS, the purposes of this Grant are to strengthen the State's Strategic National Stockpile, hereinafter "SNS", Program and preparedness efforts in responding to acts of bioterrorism and other emergencies that threaten the public's health.

WHEREAS, funding for activities performed under this Grant was provided by the Department, Alabama Department of Public Health, Center for Emergency Preparedness through a cooperative agreement with the Centers for Disease Control and Prevention, CFDA # 93.069, Public Health Emergency Preparedness, Grant # 5 NU90TP922030-02-00, for budget period 7/1/2020 – 6/30/2021.

The program was authorized through the following Acts: Public Health Service Act Sections 301, 307, 311, 317, and 319C-1, Law 108-111, Public law 109-417, U.S.C. 247d-3.

NOW THEREFORE, in consideration of the mutual covenants herein below specified, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Department shall:

1. Administer the Office of the Assistant Secretary for Preparedness and Response, hereinafter "ASPR", Hospital Preparedness Program and Center for Disease, hereinafter "CDC" Control and Prevention, Public Health Emergency Preparedness cooperative agreements.
2. Reimburse Sub-Recipient for items pertinent to the Regional Distribution Site, hereinafter "RDS," and County Staging Areas, hereinafter "CSA," within Southwestern Public Health District, hereinafter "SWPHD"; upon submission of detailed itemized receipts according to budget.
3. Ensure that the CDC funds are used to enhance the capacity of the public health system to detect and respond to incidents of bioterrorism, infectious disease outbreaks and other public health threats and emergencies.

4. Periodically reimburse payment to the Sub-Recipient upon receipt of monthly itemized invoices up to the award amount of **\$7,500.00** for services performed under this grant, in accordance to submitted budget.

The Sub-Recipient shall:

1. In conjunction with the SWPHD Emergency Preparedness, hereinafter "EP," Director, conduct planning meetings with all SWPHD counties to discuss and plan for SNS activities. Minutes, agendas, supporting email documentation and sign-in sheets of said meetings are to be submitted to the SNS Coordinator(s) or designee, **no later than 30 days after the meeting and as requested.**
2. In conjunction with the SWPHD EP Director, ensure the RDS has a current, valid, and operational SNS Plan that has been developed from the template that was developed by the State SNS Program. The plan must be reviewed and signed off on annually by the EP Director and all agencies that are involved in the execution of the plan by the Medical Counter Measure Operational Readiness Review "MCM ORR". **Submit an electronic copy of the plan to the State SNS Coordinator by December 1, 2020.** Email to Aaliyah.burt@adph.state.al.us.
3. Provide a portion of this funding to county Emergency Management Agencies, hereinafter "EMAs," within SWPHD so they will be able to respond to SNS events and develop and maintain CSAs. This includes ensuring each County in the District has designated a CSA and a local SNS CSA Plan that has been developed from the template that was developed by the State SNS Program and has been reviewed and signed off on annually by the EP Coordinator and all entities that are involved in the execution of the SNS plan.
4. Conduct or attend at least one (1) RDS training session annually and provide documentation (i.e. training material, sign-in sheets, etc.). Each CSA site should be tested once every three years. **Documentation should be submitted to the SNS Coordinator within thirty-days following the training.**
5. Maintain RDS via purchase of SNS operational materials as needed and provide said purchases to EP Director for the purposes of Sub-Recipient monitoring, as requested.
6. Have at least one (1) RDS representative participate in Alabama Department of Public Health SNS meetings held at ADPH in Prattville in person or via conference call.
7. Supply to the State SNS Coordinator or designee copies of all written agreements, such as MOA's, MOU's, or contracts between SWPHD the EMAs and any other organization related to the RDS function by December 1, 2020.

8. Supply to the State SNS Coordinator copies of all documentation currently in possession of the RDS pertinent to all RDS related trainings, including which individuals are assigned to all job roles in the RDS. This documentation should include the individuals' contact information, which role(s) they have been trained to function in, and when and where their training took place. **Submit to SNS Coordinator by December 1, 2020.**
9. RDS staff must be trained every two years. **Copies of training material and participant sign in sheets must be submitted to the State SNS Coordinator 30 days after the completion of the training.**
10. Assist SWPHD EP Director with DVC setup drills.
11. Develop and submit a draft mass vaccination plan to SNS Coordinator by 12/1/2020. This plan should include positions needed to operate the vaccination clinic, staff plan, and job aides for each position.
12. Expend 50% of the funds by January 31, 2021 and the remaining funds by May 1, 2021.
13. Inform SNS Coordinator by January 31, 2021 if 50% of the funds will not be expended by January 31, 2021 and by April 1, 2021 if the remaining funds will not be expended by May 1, 2021.
14. All spending, **except for salaries, trainings, and travel** must be completed by May 1, 2021. **Notify SNS Coordinator immediately if you have a special circumstance and need to spend funds after the spending deadline.**
15. Provide a written quarterly progress report to the State SNS Coordinator on the status of the grant funds to include: items purchased and received, anticipated purchases, expectation of spending all grant funds before grant deadline. Reports are due to the State SNS Coordinator on October 16, 2020, January 16, 2021, April 17, 2021, and July 17, 2021. **Reports submitted after the due date may result in decreased funding.**
16. **Submit invoices by the 15th of each month. Monthly invoice submission is preferred; however, quarterly submission will be accepted: October, January, April, and July. The final invoices should be submitted no later than August 7, 2021.** Invoices must include the model and serial number on all approved equipment and electronic purchases. Invoices without the required information will not be paid.
17. Include pay periods for any salaries claimed for reimbursement; any reimbursements submitted with payroll claims showing only the date the checks were administered will not be acceptable. If the pay period dates are not

included the reimbursement will not be forwarded to the Department's finance division for payment.

18. Obtain prior approval from the Center for Emergency Preparedness, hereinafter "CEP", SNS Coordinator/Project Manager for purchasing electronic devices, equipment and any items not listed on your budget and/or scope of work. **Items that are purchased without prior approval from the SNS Coordinator will not be reimbursed.**
19. All purchases must be dated prior to or on June 30, 2021. Any purchases made after June 30, 2021 will not be reimbursed.
20. Adhere to the property standards outlined in 2CFR part 200. ADPH defines property as any single item with a value of \$500.00 or greater. As the pass-through entity, ADPH must record and monitor these items to satisfy the Department's grant requirements.
21. Adhere to Closeout Date (**August 7, 2021**) referred to in the Closeout Clause to ensure reimbursement is received for all expenditures made during the grant period and to ensure payments are processed before the Department's close out deadline.

None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

Under no circumstances shall the maximum amount payable under this Grant exceed \$7,500.00 for the Grant period.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

CLOSEOUT CLAUSE. Sub-Recipient acknowledges that all invoices or other demands for payment must be received by the Department by August 7, 2021. Invoices or demands for payment received after that date cannot be paid and are forfeited.

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

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Grant by providing thirty (30) days written notice to Sub-Recipient should the Governor of Alabama declare proration of the fund from which payment under this Grant is to be made. This termination for cause is supplemental to other rights the Department may have under this Grant or otherwise to terminate this Grant.

TERMINATION CLAUSE. This Grant may be terminated by either party providing a thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Grant may be amended only by mutual agreement in writing, signed by Department and Sub-Recipient, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Sub-Recipient agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Grant which in any manner affect performance under this Grant. Sub-Recipient agrees to perform services consistent with customary standard of practice and ethics in the profession.

WHISTLEBLOWER PROTECTION CLAUSE. Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. The statute defines whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Grant shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Grant contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Grant that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Grant is intended to be severable. If any term or provision of this Grant is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Grant.

HEADINGS CLAUSE. Headings in this Grant are for convenient reference only and shall not be used to interpret or construe the provisions of this Grant.

DO NOT WORK CLAUSE. Sub-Recipient acknowledges and understands that this Grant is not effective until it has received all requisite State government approvals and Sub-Recipient shall not begin performing work under this Grant until notified to do so by the Department. Sub-Recipient is entitled to no compensation for work performed prior to the effective date of this Grant.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Grant, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Grant may be canceled immediately upon notice of such cancellation being given in writing to the Sub-Recipient. Notwithstanding such cancellation, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Grant notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Grant may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Sub-

Recipient. Notwithstanding such reduction, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. 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 X1, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Grant, be enacted, then that conflicting provision in the Grant shall be deemed null and void. The Sub-Recipient's sole remedy for the settlement of any and all disputes arising under the terms of this Grant shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant the Sub-Recipient certifies that it will comply with the requirements of the Act. The Sub-Recipient further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Sub-Recipients shall certify accordingly.

LOBBYING CLAUSE. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant, contract,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Grantee or Sub-Recipient herein.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective

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

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

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

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

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

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

RECORD RETENTION. The Sub-Recipient is aware that it must retain all records pertinent to expenditure incurred under this Grant for a period of three (3) years after the termination of all activities funded under this Grant. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for its record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

AUDIT REQUIREMENTS. A non-Federal Sub-Recipient that expends \$750,000 in federal awards or more during the Sub-Recipient's fiscal year must have a single audit conducted in accordance with the Uniform Administrative Requirements, 2 CFR Part 200, Subpart F.

INTERPRETATION CLAUSE. Where there is an apparent conflict among the Grant documents which cannot be resolved by interpretation, this document controls.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Sub-Recipient:
County of Baldwin

Alabama Department of Public Health
This Grant has been reviewed as to content

Signed: _____
Billie Jo Underwood, Chairman
Baldwin County Commission

Signed: _____
Robert A. Mullins, Director
Center for Emergency Preparedness

Date: _____

Date: _____

Address:
312 Courthouse Square, Suite 11
Bay Minette, AL 36507-4809

APPROVED:
Alabama Department of Public Health

Mailing Address:
Baldwin County EMA
23100 McAuliffe Drive
Robertsdale, AL 36567

Signed: _____
Scott Harris, M.D., M.P.H.
State Health Officer

Telephone: 251-972-6807
Fax: 251-580-1616

Date: _____

Sub-Recipient please type or print your
email address:
danon.smith@baldwincountyal.gov

FEIN: [REDACTED]

DUNS NO: [REDACTED]



Baldwin County Commission

Agenda Action Form

File #: 21-0008, Version: 1

Item #: BK2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Zach Hood, EMA Director and Joey Nunnally, County Engineer

Submitted by: Danon Smith, EMA Planning & Grants Coordinator

ITEM TITLE

Fiscal Year 2021 Joint Funding Agreement between the Baldwin County Commission and the U.S. Geological Survey

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the annual U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement for Water Resources Investigations between the Baldwin County Commission and the U.S. Department of the Interior U.S. Geological Survey in the amount of \$31,400.00 to be funded by the Baldwin County Commission. This funding provides for the continued operation of the continuous-record stage gauging stations at Magnolia River at U.S. Highway 98 near Foley, Styx River at County Road 64 near Loxley, Styx River at Seminole, and a continuous-record rain gauge at Fish River near Silverhill; and
- 2) Authorize the Chairman to sign the Joint Funding Agreement between the Baldwin County Commission and the U.S. Department of the Interior U.S. Geological Survey, and related documentation to cover the period from October 1, 2020 to September 30, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background: The U.S. Geological Survey provides for the operation and maintenance of continuous-record stage gauging in Baldwin County (listed above). These monitoring stations are accessible via the Internet and are monitored daily by the National Weather Service. The stream gauges aid in the early warning of flooding in flood-prone areas, as well as aiding in the reduction of flood insurance by providing Community Rating System (CRS) points to Baldwin County. This is a recurring contract paid annually by the Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: \$31,400.00

Budget line item(s) to be used: 52300.5150.2 - please note, additional funding from some other line item is required. FY21 Budget in 52300.5150.2 is for \$22,100.

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Yes - The FY20 Joint Funding Agreement for the continued operation of the continuous-record stage gauging stations at Magnolia River at U.S. Highway 98 near Foley, Styx River at County Road 64 near Loxley, Styx River at Seminole, and a continuous-record rain gauge at Fish River near Silverhill was for \$22,100. That same amount was budgeted for FY21. In order to fully fund this agreement, EMA staff will need to provide Budget staff with the account that they can take \$9,300 to fund said agreement.

LEGAL IMPACT

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

Yes - reviewed (annually) as part of Meeting Agenda Process

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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: BCC Administration, BCEMA Staff BCC Budget staff

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

Prepare correspondence and obtain the Chairman's signature on one original agreements. Retain one original for BCC Administration records.

Send one copy of the agreement to:

My-Chae May
3535 S Sherwood Forest Blvd., Suite 120
Baton Rouge, Louisiana 70816

Send one copy to EMA, attention Danon Smith and Zach Hood, and one copy to Joey Nunnally.
EMA and County Engineer Staff: Perform follow up and implementation.

Budget staff will handle the necessary transfer of funds within 52300, EMA, once EMA staff has determined the appropriate accounts for the transfer.

Additional instructions/notes: N/A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

August 26, 2020

Mr. Zachary Hood
EMA Director
Baldwin County Commission
23100 McAuliffe Drive
Robertsdale, AL 36567

Dear Mr. Hood:

Enclosed are two signed originals of our standard joint-funding agreement between the Baldwin County Commission and the U.S. Geological Survey for the operation of continuous-record stage gaging stations at Magnolia River at U.S. Hwy 98 near Foley, Styx River at CR 64 near Loxley, and Styx River at Seminole; and a continuous-record rain gage on the Fish River near Silver hill in Baldwin County, Alabama, during the period October 1, 2020 through September 30, 2021 in the amount of \$31,400 from your agency. Please sign and return one fully-executed original to My-Chae May, Administrative Specialist at **3535 S Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816**.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Victor Stricklin by phone number (205) 348-0950 or email vstrick@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 Ext 3120 or email at mjmay@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

DIANNA
HOGAN

Digitally signed by
DIANNA HOGAN
Date: 2020.08.27
14:34:13 -04'00'

Dianna M. Hogan
Acting Director, LMG Water Science Center

Enclosure
21MLJFAALDA027 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000753
Agreement #: 21MLJFAALDA027
Project #: ML009Z5
TIN #: [REDACTED]

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Baldwin County Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program for the operation of continuous-record stage gaging stations at Magnolia River at U.S. Hwy 98 near Foley, Styx River at CR 64 near Loxley, and Styx River at Seminole; and a continuous-record rain gage on the Fish River near Silver hill in Baldwin County, Alabama, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
October 1, 2020 to September 30, 2021
- (b) \$31,400 by the party of the second part during the period
October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000753
Agreement #: 21MLJFAALDA027
Project #: ML00925
TIN #: [REDACTED]

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Victor Stricklin
Supervisory Hydrologist
Address: 205 Hackberry Lane
Tuscaloosa, AL 35487
Telephone: (205) 348-0950
Fax: (205) 348-0970
Email: vstrick@usgs.gov

Customer Technical Point of Contact

Name: Zachary Hood
EMA Director
Address: 23100 McAuliffe Drive
Robertsdale, AL 36567
Telephone: (251) 972-6807
Fax:
Email: Zach.hood@baldwincountyal.gov

USGS Billing Point of Contact

Name: My-Chae May
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3120
Fax:
Email: mjmay@usgs.gov

Customer Billing Point of Contact

Name: Zachary Hood
EMA Director
Address: 23100 McAuliffe Drive
Robertsdale, AL 36567
Telephone: (251) 972-6807
Fax:
Email: Zach.hood@baldwincountyal.gov

U.S. Geological Survey
United States
Department of Interior

Baldwin County Commission

Signature

DIANNA
HOGAN
By _____ Date: _____
Name: Dianna M. Hogan
Title: Acting Director, LMG Water Science Center

Digitally signed by
DIANNA HOGAN
Date: 2020.08.27
14:34:49 -04'00'

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



Baldwin County Commission

Agenda Action Form

File #: 21-0049, Version: 1

Item #: BK3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Zach Hood, EMA Director; Jennie Guerry, Deputy EMA Director

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

FEMA License / Use Agreements - Hurricane Sally Disaster Assistance

STAFF RECOMMENDATION

Confirm, ratify and approve the attached License / Use Agreements between the Federal Emergency Management Agency (FEMA) and the Baldwin County Commission, which were executed by the Chairman on September 30, 2020, related to disaster assistance and registration related to Hurricane Sally, and make the Agreements a part of the October 6, 2020, Baldwin County Commission Regular Meeting minutes.

These Agreements shall become effective upon execution and expire no later than thirty (30) days, unless terminated prior to that date with five (5) calendar day notice from either party. The Agreements may be extended by mutual consent of the parties in writing with ten (10) days notice.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: FEMA will use the following County premises primarily as a site to receive applicants and provide information such as available FEMA disaster assistance and registration:

Fairhope Satellite Courthouse
Robertsdale Central Annex
Foley Satellite Courthouse

Hours of Operation are 7:00 AM to 7:00 PM, seven (7) days a week. The hours of operation will adjust according to the applicants attending for assistance.

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) EMA staff coordinate with FEMA and County point of contact persons for each site (Michelle Howard, Keri Green, Jeannie Peerson).

2) Administration staff (Bay Minette) to upload fully executed agreements to BCAP.

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

Additional instructions/notes: N/A



FEMA

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Baldwin County Commission in Baldwin County, Alabama. (Fairhope Satellite Courthouse)

2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

The Fairhope Satellite Courthouse is located in Baldwin County, It is a Baldwin County Satellite Courthouse. FEMA will only occupy the parking lot conducting business hours and entering in the parking lot front entrance. FEMA staff will have access to parking lots. When FEMA staff vacate the premises after hours or have completed the mission, FEMA is not responsible for the existing staff that is not FEMA personnel.

4. **Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

Hours of operation 0700 - 1900 days a week. The hours of operation will adjust according to the applicants attending for assistance. FEMA will use the Premises primarily as a Disaster Recovery/Assistance Center/Public Assistance office where FEMA will receive members of the public for the purpose of providing information such as the status of applications, and general information on FEMA disaster assistance and registration. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs. Occupants that are on the premises will have access to table and chairs during work hours.

5. **Duration.** This Agreement shall become effective upon execution and expire no later than Thirty (30) days, unless terminated prior to that date with 5 calendar day notice from either party. The Agreement may be extended by mutual consent of the parties in writing with ten (10) days notice.

either thereof, and will obtain and maintain all required and permits, licenses and similar items, at no cost to FEMA. United States law will be applied to resolve any dispute or claim.

10. Proper Use of Premises. Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent environmental conditions which could be affected by FEMA's intended use of the Premises. Any known environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

11. Integrated Agreement: This Agreement contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

12. Points of Contact.

a. The FEMA Point of Contact is:

X Ronnie Banes
X 2650 Legends Ctr.
X Prattville, AL
X External Support Branch Dr.
(940) 297-5827

Ronald.Banes@fema.dhs.gov

b. The Licensor's Point of Contact is:

X Michelle Howard, Fairhope Courthouse
X 1100 Fairhope Ave, Fairhope AL 36532
X (251) 990-4606

13. Other Provisions. Nothing in this agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

14. Effective Date. The terms of this agreement will become effective on the date of signature of the authority representatives of all parties.

15. Modification. This agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

Billie Jo Underwood

Ronnie Banes

Ronnie Banes
External Support Branch Director
Federal Emergency Management Agency
Ronald.banes@fema.dhs.gov

Date: 9/30/2020

Date 9/30/2020





FEMA

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Baldwin County Central Annex in Baldwin County, Alabama. Baldwin County Commission

2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licensors agree to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

The Baldwin County Central Annex is located in Baldwin County, It is a SATELLITE OFFICE. FEMA will only occupy THE PARKING LOT conducting business hours and entering in the NORTH SIDE OF THE PARKING LOT front entrance. FEMA staff will have access to parking lots. When FEMA staff vacate the premises after hours or have completed the mission, FEMA is not responsible for the existing staff that is not FEMA personnel.

4. **Scope.** The Licensors will authorize FEMA the use of the premises identified above for the following purposes:

Hours of operation 0700 TO 1900 days a week. The hours of operation will adjust according to the applicants attending for assistance. FEMA will use the Premises primarily as a Disaster Recovery/Assistance Center/Public Assistance office where FEMA will receive members of the public for the purpose of providing information such as the status of applications, and general information on FEMA disaster assistance and registration. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs. Occupants that are on the premises will have access to table and chairs during work hours.

5. **Duration.** This Agreement shall become effective upon execution and expire no later than Thirty (30) days, unless terminated prior to that date with 5 calendar day notice from either party. The Agreement may be extended by mutual consent of the parties in writing with ten (10) days notice.

6. Duties and Responsibilities.

a. Licensor shall:

- 1) Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

- 1) Maintain the Premises in clean and orderly condition;
- 2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a(4) above, and including the removal of any items installed in accordance with 6a(5) and (6) above;
- 3) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. Non-Fund Obligor Agreement. Nothing in the Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently x authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. Liability. Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. Compliance with Applicable Law: The Licensor shall comply with all Federal, State and local laws applicable to the Licensor as owner, or Licensor, or both of the Premises, including, without limitation, laws applicable to construction, ownership, alteration or operation of both or

either thereof, and will obtain and maintain all required and permits, licenses and similar items, at no cost to FEMA. United States law will be applied to resolve any dispute or claim.

10. Proper Use of Premises. Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent environmental conditions which could be affected by FEMA's intended use of the Premises. Any known environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

11. Integrated Agreement: This Agreement contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

12. Points of Contact.

- a. The FEMA Point of Contact is:

X RONNIE BARNES
X 2650 LEGENDS CIR
X PRATTVILLE, AL.
X EXTERNAL SUPPORT BRANCH DIR
910-297-5827

RONNIE.BARNES@FEMA.DHS.GOV

- b. The Licensor's Point of Contact is:

X Keri Green, Central Annex Bldg.
X 22251 Palmer St.
X Robertsdale, AL 36567
(251) 972-8555

13. Other Provisions. Nothing in this agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

14. Effective Date. The terms of this agreement will become effective on the date of signature of the authority representatives of all parties.

15. Modification. This agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

Billie Jo Underwood

Ronnie Banes

Ronnie Banes

External Support Branch Director

Federal Emergency Management Agency

Ronald.banes@fema.dhs.gov

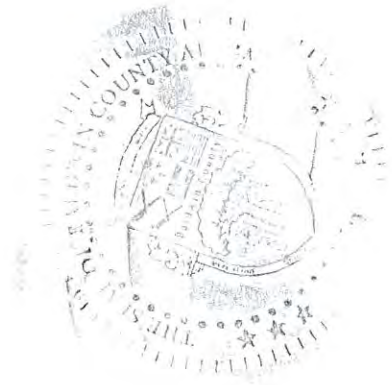
Date: 9/30/2020

Date 9/28/2020

ALTS
~~REC~~ REC Oct 7th - 19th

1. Anna GARY
Admin SEAV Mgr
251-923-6623

2. Kelly Childress
COA Coordinator
251-979-5317





FEMA

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and the Foley Satellite Courthouse in Baldwin County.

2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.

3. **Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

The Foley Satellite Courthouse is located in Baldwin County. FEMA will use the parking lot on the north side of the parking lot next to Campo Road. FEMA will only occupy the parking lot and conduct business hours from 0700 to 1900.

4. **Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purpose:

Hours of Operation are 0700 to 1900, seven (7) days a week. The hours of operation will adjust according to the applicants attending for assistance. FEMA will use the premises primarily as a site to receive applicants and provide information such as available FEMA disaster assistance and Registration. When FEMA staff vacate the premises after hours or have completed the mission, FEMA is not responsible for the existing Staff that is not FEMA personnel.

5. **Duration.** This Agreement shall become effective upon execution and expire no later than Thirty (30) days, unless terminated prior to that date with 5 calendar day notice from either party. The Agreement may be extended by mutual consent of the parties in writing with ten (10) days notice.

6. **Duties and Responsibilities.**

a. Licensor shall:

- 1) Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

- 1) Maintain the Premises in clean and orderly condition;
- 2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a(4) above, and including the removal of any items installed in accordance with 6a(5) and (6) above;
- 3) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. Non-Fund Obligor Agreement. Nothing in the Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. Liability. Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. Compliance with Applicable Law: The Licensor shall comply with all Federal, State and local laws applicable to the Licensor as owner, or Licensor, or both of the Premises, including, without limitation, laws applicable to construction, ownership, alteration or operation of both or either thereof, and will obtain and maintain all required and permits, licenses and similar items, at no cost to FEMA. United States law will be applied to resolve any dispute or claim.

10. Proper Use of Premises. Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent environmental conditions which could be affected by FEMA's intended use of the Premises. Any known environmental

conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

11. **Integrated Agreement:** This Agreement contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

12. **Points of Contact.**

- a. The FEMA Point of Contact is:
Ronald Banes
500 Eastern Blvd
Suite 200
Montgomery, AL 36117
940-297-5827
Ronald.banes@fema.dhs.gov
- b. The Licensor's Point of Contact is:
Jeannie Peerson
201 East Section Ave
Foley, AL 36535
251-978-3545
Jeanie.peerson@baldwincountyal.gov

13. **Other Provisions.** Nothing in this agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

14. **Effective Date.** The terms of this agreement will become effective on the date of signature of the authority representatives of all parties.

15. **Modification.** This agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:



RONALD R BANES Digitally signed by RONALD R BANES
Date: 2020.09.28 22:53:10 -05'00'

Ronald Banes
External Support Branch Director
Federal Emergency Management Agency
Ronald.banes@fema.dhs.gov

Date: _____

9/30/2020

Date: _____

9/28/2020



Baldwin County Commission

Agenda Action Form

File #: 21-0022, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Terri Graham, Development and Environmental Director/Architect, Todd Stewart, Adams Stewart Architects, LLC

Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE

*Architectural Services for Office Renovations and Additions at Magnolia Landfill

STAFF RECOMMENDATION

Approve the attached AIA Contract for Architectural services with Adams Stewart Architects, LLC, for the renovations and additions at the Administration Building at Magnolia Landfill in the amount of 5.5% of the construction cost plus normal reimbursable expenses and authorize the Chairman to execute the Contract and any related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Adams Stewart Architects, LLC, completed Phase I of the renovations and additions at Magnolia Landfill in 2014-2015. Based on continuity, it is best to continue with Adams Stewart Architects, LLC, for the new office renovations and additions. Adams Stewart Architects, LLC, has submitted an AIA Contract for the architectural services at 5.5% of the construction cost plus normal reimbursable expenses. The construction cost estimate and architectural services is \$650,000.00. A budget of \$500,000.00 was approved by the Commission during the Fiscal Year 2020 budget and has been rolled forward to Fiscal Year 2021. Staff recommends the Commission approve the attached AIA Contract for the renovations and additions at Magnolia Landfill.

FINANCIAL IMPACT

Total cost of recommendation: estimated \$650,000.00

Budget line item(s) to be used: Budget of \$500,000 in 54100.5500 (actual cost, for proprietary funds will post to 510.172000.54300)

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

Depending on actual costs, an additional \$150,000 may be needed to cover funding. Fund 510 can cover this amount. The budget can be adjusted at a later date when a final cost is determined. Additionally, staff will have to determine if part of the cost of the construction has repairs from Hurricane Sally damage included, as the current building did sustain damage during the hurricane.

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

Yes

Reviewed/approved by: Currently being reviewed by County 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: N/A

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

N/A

Additional instructions/notes: N/A

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of October in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Baldwin County Commission, Other
312 Courthouse Sq. Suite 15
Bay Minette, AL 36507
Telephone Number: 251-580-2520
Fax Number: 251-580-2536

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Adams Stewart Architects, Ilc, Limited Liability Company
PO Box 529
22615 Highway 59 South
Robertsdale, AL 36567
Telephone Number: 251-947-3864
Fax Number: 251-947-3138

for the following Project:
(Name, location and detailed description)

Magnolia Landfill, Collections, Phase 2 Renovations
15140 County Road 49, Summerdale, AL 36580
Build-Out of Existing warehouse space to include offices and ancillary spaces. Also
includes enclosing of north canopy and limited interior finishes of existing second floor
mezzanine space for file storage.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program will be developed with the Owner through the Schematic Design Phase, Build-Out of Existing warehouse space to include offices and ancillary spaces for support staff/county personnel. Also includes enclosing of north canopy and limited interior finishes of existing second floor mezzanine space for file storage.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Six Hundred, Fifty Thousand Dollars and 00/100 (\$650,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

.1 Design phase milestone dates, if any:

December, 2020

.2 Construction commencement date:

February, 2021

.3 Substantial Completion date or dates:

August 2021

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Advertise and receive public bids as required by Alabama Public Works Law

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Wanda Gautney
Purchasing Director
251-580-2520

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Wanda Gautney, Purchasing Director, Baldwin County

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

Init.

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Todd Stewart
PO Box 529
22615 Highway 59 South
Robertsdale, AL 36567
Telephone Number: 251-947-3864
Fax Number: 251-947-3138
Mobile Number: 251-490-9032
Email Address: tstewart@adamstewart.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Barton and Schumer
Russell Barton

.2 Mechanical Engineer:

Stewart Engineering
Wade Stewart

.3 Electrical Engineer:

Stewart Engineering
Wade Stewart

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than 2 Million (\$ 2,000,000.00) for each occurrence and 4 Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ~~—~~) ~~(included as part of GL)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Init.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 ~~Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than 1 Million (\$ 1,000,000.00) per claim and 2 Million (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

Init.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

Init.

- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. The Architect shall coordinate any third party designs with the Projects overall Design.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If

appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Owner (if needed)</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- ~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~ hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- ~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

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- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight (8) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

~~§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

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are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 ~~Any~~ The parties may attempt to resolve any claim, dispute or other matter in question arising out of or related to this Agreement ~~shall be subject to mediation as a condition precedent to binding dispute resolution by mediation. If~~ such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ NOT USED

§ 8.2.3 ~~The~~ Should the parties mediate, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in ~~the place where the Project is located, Baldwin County, AL,~~ unless another location is

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mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration ~~NOT USED~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

1.5 Times the amount prior to termination then due.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination then due

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ Proper venue for any action arising under or related to this Agreement shall lie in Baldwin County, AL.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for ~~Construction~~. ~~Construction as amended. In the event of any inconsistency, ambiguity or discrepancy in the Contract Documents between or among the Contract Documents, then the following shall be the order of precedence. 1. The Addenda, Amendments or Modifications to the Contract Documents. (2) the Contract Documents. If the Conflict is between the drawings and the specifications, then the greater quantity or better quality shall be provided~~

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, ~~assigns, and legal representatives and assigns.~~ to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Indemnity: Architect hereby agrees to indemnify, defend and hold the Owner, its elected officials, officers, agents, and employees, harmless from and against any and all claims, costs, expenses, losses and liabilities, including reasonable attorneys' fees and expenses suffered, paid or incurred by the Owner caused by or arising out of or by virtue of the architect's performance or non-performance of its obligations hereunder, including any injury or damage to property or to person, including death; and those resulting from the Architect's failure to pay any bills, invoices, costs, wages, taxes, or other charges owed by it to another. The foregoing indemnification obligation shall not apply to any claims, liabilities or expenses arising from intentional acts or intentional misrepresentations of the Owner. These indemnification obligations shall survive the expiration of or termination of this agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

(Five and One Half (5.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly as per attached Exhibit (Hourly Rate Schedule)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase

Ten percent (10 %)

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Design Development Phase		percent (%)
Construction Documents Phase	<u>Seventy</u>	percent (<u>70</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

As per attached Exhibit (Hourly Rate Schedule)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

.5 Monthly % Five Tenths Percent Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~ NOT USED

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

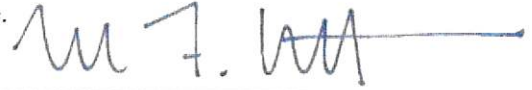
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- [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A Hourly Rate Schedule

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

ARCHITECT (Signature)

Billie Jo Underwood, Chair, Baldwin County
Commission
(Printed name and title)

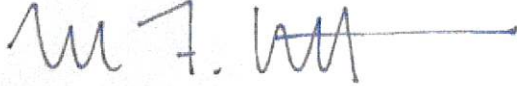
Todd Stewart, Member
(Printed name, title, and license number, if required)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Todd F Stewart, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:48:47 ET on 10/02/2020 under Order No. 0725067792 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Member

(Title)

10-2-20

(Dated)



Baldwin County Commission

Agenda Action Form

File #: 21-0022, Version: 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Terri Graham, Development and Environmental Director/Architect, Todd Stewart, Adams Stewart Architects, LLC

Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE

Architectural Services for Office Renovations and Additions at Magnolia Landfill

STAFF RECOMMENDATION

Approve the attached AIA Contract for Architectural services with Adams Stewart Architects, LLC, for the renovations and additions at the Administration Building at Magnolia Landfill in the amount of 5.5% of the construction cost plus normal reimbursable expenses and authorize the Chairman to execute the Contract and any related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Adams Stewart Architects, LLC, completed Phase I of the renovations and additions at Magnolia Landfill in 2014-2015. Based on continuity, it is best to continue with Adams Stewart Architects, LLC, for the new office renovations and additions. Adams Stewart Architects, LLC, has submitted an AIA Contract for the architectural services at 5.5% of the construction cost plus normal reimbursable expenses. The construction cost estimate and architectural services is \$650,000.00. A budget of \$500,000.00 was approved by the Commission during the Fiscal Year 2020 budget and has been rolled forward to Fiscal Year 2021. Staff recommends the Commission approve the attached AIA Contract for the renovations and additions at Magnolia Landfill.

AIA Contract forthcoming.

FINANCIAL IMPACT

Total cost of recommendation: estimated \$650,000.00

Budget line item(s) to be used: Budget of \$500,000 in 54100.5500 (actual cost, for proprietary

funds will post to 510.172000.54300)

If this is not a budgeted expenditure, does the recommendation create a need for funding? Depending on actual costs, an additional \$150,000 may be needed to cover funding. Fund 510 can cover this amount. The budget can be adjusted at a later date when a final cost is determined. Additionally, staff will have to determine if part of the cost of the construction has repairs from Hurricane Sally damage included, as the current building did sustain damage during the hurricane.

LEGAL IMPACT

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

Reviewed/approved by: Currently being reviewed by County 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: N/A

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0023, Version: 1

Item #: BL2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE

Residential Garbage Collection Service Late Fees and Show Cause Process during Hurricane Sally Recovery

STAFF RECOMMENDATION

Take the following actions to allow Baldwin County Solid Waste staff to:

- 1) Reverse the Residential Garbage Collection late fees charged for September 2020 in the amount of \$46,170.00 and;
- 2) Temporarily discontinue the charging of late fees/notices October 1, 2020 through December 31, 2020 at an approximate cost of \$46,000.00 per month for a three (3) month total of \$138,000.00 and;
- 3) Temporarily discontinue the monthly Show Cause process which includes scheduling and notification of Show Cause hearings and any associated court proceedings through December 31, 2020.

The Development and Environmental Director respectfully requests these exceptions to be made in order to help the Baldwin County citizens during their individual Hurricane Sally recovery efforts. Normal billing and Show Cause proceedings will resume January 1, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: BCC Policy #7.6 - Solid Waste Residential Garbage Service Rates and Account Late Fees allows for \$10.00 late fee to be assessed monthly to any outstanding balance carried by a residential account. This policy also allows waiving of late fees in certain circumstances by authorized staff.

BCC Resolution #2017-020 (Section 12 - Enforcement) authorizes and outlines the Show Cause process.

FINANCIAL IMPACT

Total cost of recommendation: \$184,170.00

Budget line item(s) to be used: 511.45411

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: Terri Graham, Development and Environmental Director

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

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #7.6	
Subject	Solid Waste Residential Garbage Service Rates Solid Waste Residential Garbage Account Late Fees
Date Adopted	August 6, 2019
Agenda Item	GK1
Obsolete Versions	February 19, 2008 Minutes Page 26 October 2, 2012 EC3 December 4, 2012 HB1 February 5, 2013 EF3 May 21, 2013 BH2 January 20, 2015 BI4 April 21, 2015 BD1 January 19, 2016 DB1 December 5, 2017 BE1

POLICY STATEMENT

This policy provides for the establishment of Solid Waste Residential Garbage Service Rates and Late Fees for the Solid Waste Residential Accounts. (See Resolution #2017-020, November 1, 2016, regular meeting.)

DEFINITIONS

1. Back Door/Private Drive – Residential customer may request Solid Waste staff to access private property for garbage collection purposes for an additional fee. A Property Access Agreement form must be submitted and reviewed by the Collections supervisor to ensure it's feasible to provide back door and/or private drive service.
2. Shared Private Drive – Residential customers using the same private driveway/entrance to their property may request Solid Waste staff to access the private property for garbage collection purposes for an additional fee. A Property Access Agreement form must be submitted by all affected residents and reviewed by the Collections supervisor to ensure it's feasible to provide shared private drive service.

3. Knuckleboom Truck Special Pickup Service – Residential customers in good standing may request special pick up and disposal of approved materials for a fee. This gives customers an option to dispose of material exceeding the free service limit allowed on a monthly basis as part of provided garbage service (as outlined in BCC Policy 7.1).

PROCEDURAL REQUIREMENT

Garbage Service Rates

Residential Garbage Collection			
Service Type	Monthly Rate	Quarterly Rate	Annual Rate
1 x Week Pickup with BCSW Cart	\$ 16.00	\$ 48.00	\$ 192.00
1 x Week Pickup with Two (2) BCSW Carts	\$ 21.00	\$ 63.00	\$ 252.00
2 x Week Pickup* with BCSW Cart	\$ 32.00	\$ 96.00	\$ 384.00
* Service Not Available in All Areas			
2 x Week Pickup Required in Planning District 24 and 25, see chart below for rental properties	\$ 32.00	\$ 96.00	\$ 384.00
Seasonal Service			\$ 96.00
Additional Services			
Back Door Pick-Up/Private Drive	\$ 12.00	\$ 36.00	\$ 144.00
Shared Private Drive	\$ 4.00	\$ 12.00	\$ 48.00
Knuckleboom Special Pickup Service	\$100 per Half Truckload/\$200 per Full Truckload		
Other Fees			
Additional Cart Rental	\$ 5.00	\$ 15.00	\$ 60.00
Use of Personal Compatible 2 nd Cart (charge is per additional cart serviced)	\$ 5.00	\$ 15.00	\$ 60.00

Solid Waste Seasonal Rate

The Baldwin County Commission offers one seasonal rate to any homeowner whose secondary residence is occupied seasonally. This rate will be \$96.00 per year. Rental Property in Baldwin County will not be considered seasonal.

For Planning District 24 and 25, rental property owners and/or their managers, acting as agents, renting or leasing properties for intervals of seven (7) days or less shall provide the minimum number of approved containers per unit based upon the number of bedrooms in that unit and shall be subject to the garbage collection rates as follows:

Planning District 24 and 25					
March 1 through October 31	2 x Week Pickup		November 1 through February 28	2 x Week Pickup	
1 Bedroom	(2) -carts	\$37.00	1 Bedroom	(1) -cart	\$32.00
2 Bedroom	(2) -carts	\$37.00	2 Bedroom	(1) -cart	\$32.00
3 Bedroom	(2) -carts	\$37.00	3 Bedroom	(1) -cart	\$32.00
4 Bedroom	(3) -carts	\$42.00	4 Bedroom	(2) -carts	\$37.00
5 Bedroom	(3) -carts	\$42.00	5 Bedroom	(2) -carts	\$37.00

Eligibility for once per week pickup in Planning District 24 and 25 shall apply year round to permanent residences or single family non rental properties who file for a seasonal variance.

The Solid Waste Officer shall have the right to require owners of rental units and/or their agents or property managers, by written notice, to rent additional containers beyond the above minimums as necessary to ensure sufficient container capacity to contain all garbage generated from the aforementioned units. Any persons wishing to contest the requirement for additional containers may appeal to the Baldwin County Commission.

Late Fees

Beginning October 1, 2008, Baldwin County Solid Waste will begin assessing a late fee to any outstanding balance carried by a residential account.

COLLECTIONS

A Ten dollar (\$10.00) late fee shall be imposed on all collection accounts that become delinquent as defined by the following:

1. Payment of **Monthly** billed services for garbage collection and rental of additional refuse container is not received by the due date stated on the billing under the heading, "DUE BY"
 - a. Billed amount not received by due date, ten dollars (\$10.00) added to account.
 - b. A ten dollar (\$10.00) late fee will be charged, each month, to any account showing an outstanding balance.
2. Payment of **Quarterly** billed services for garbage collection and rental of additional refuse container is not received by the due date stated on the billing under the heading, "DUE BY"
 - a. Billed amount not received by due date, ten dollars (\$10.00) added to account.

- b. A ten dollar (\$10.00) late fee will be charged, each month, to any account showing an outstanding balance.
- 3. Payment of **Annually** billed services for garbage collection and rental of additional refuse container is not received by the due date stated on the billing under the heading, "DUE BY"
 - a. Billed amount not received by due date, ten dollars (\$10.00) added to account.
 - b. A ten dollar (\$10.00) late fee will be charged, each month, to any account showing an outstanding balance.
- 4. Payment of billed services for garbage collection and rental of additional refuse container is not received causing repossession of refuse container:
 - a. Past due amounts not received by stated date, container repossessed.
 - b. A ten dollar (\$10.00) delivery fee will be charged to any account requiring re-delivery of repossessed refuse container.

WAIVING OF LATE FEES

Late Fees as provided by this policy may be waived only as follows:

- 1. **Customer Courtesy** - A one-time ten dollar (\$10.00) late fee waiver, per collection account, may be administratively waived by the Senior Accountant as a customer courtesy.
- 2. **System Error** - Late fee(s) of (\$10.00) or more billed due to system error and/or system limitations may be administratively waived by the Senior Accountant with subsequent review and approval of the Development & Environmental Director.
- 3. **Administrative (Other)** - Late fee(s) of (\$10.00) or more may be administratively waived for accounts with good historical payment history due to extenuating circumstances as deemed necessary by the Senior Accountant and/or Deputy Solid Waste Officers with subsequent review and approval of the Development & Environmental Director.
- 4. **Baldwin County Commission Waiver** - The Baldwin County Commission reserves the right to waive any late fees for any reason as it determines appropriate and as approved in session assembled.

Cart Re-delivery Fee

All Baldwin County Solid Waste Customers with Current Accounts will be eligible for a Baldwin County Solid Waste Garbage Cart at no additional cost. If the account becomes delinquent, the county will repossess the County Cart until such time that the default is cured. At the time the account becomes in good standing, the cart will be redelivered to the customer at a fee of \$10.00 to be paid by the customer prior to delivery.

Additional Garbage Carts

Baldwin County Solid Waste Customers can request an additional Baldwin County Solid Waste Cart for \$5.00/per month. Customers may request to use a personal container as an additional cart, provided the cart is deemed compatible by Baldwin County Solid Waste as defined in the Personal Compatible 2nd Cart Agreement. The customer will be charged \$5.00/per month for service of each compatible personal additional cart. Baldwin County Solid Waste is not responsible for damage to personal cans.

FORMS/ATTACHMENTS/EXHIBITS

- 1) Property Access Agreement

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION #2017-020
OF THE
BALDWIN COUNTY COMMISSION**

WHEREAS, THE BALDWIN COUNTY COMMISSION IS COMMITTED TO PROTECTING THE HEALTH, WELFARE, AND PUBLIC SAFETY OF THE BALDWIN COUNTY CITIZENS, AND THE BALDWIN COUNTY COMMISSION HAS ADOPTED THESE REGULATIONS TO REQUIRE ALL RESIDENCES IN THE UNINCORPORATED AREAS OF THE COUNTY TO PARTICIPATE IN A PROGRAM OF SOLID WASTE COLLECTION AND TO REGULATE THE OPERATION OF THAT PROGRAM.

BALDWIN COUNTY SOLID WASTE REGULATIONS

SECTION 1 – DEFINITIONS

1. "Approved Residential Collection Service" means a residential solid waste collection service operated by Baldwin County or an entity granted a collection service franchise by the Baldwin County Commission.
2. "Bulky Waste" means furniture, appliances, mattresses, carpet, and auto tires.
3. "Clean Debris" means any waste which is virtually inert and which is not a pollution threat to ground water or surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal and use, including uncontaminated concrete with embedded pipe or steel, brick, glass, ceramics, and other wastes designated by the Department.
4. "Business" means all commercial establishments, including, but not limited to, motels, hotels, apartments, trailer parks, stores, office buildings, restaurants, service stations and garages, laundries and cleaning establishments, industrial establishments, and all other places not classified as residential that produce or accumulate Solid Waste, including adjacent unimproved property.
5. "Commission" means the County Commission of Baldwin County, Alabama.
6. "Construction and Demolition Waste" means materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt, roofing material, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing.

Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

7. "Container" means an enclosed container usually constructed of metal with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the County Health Department, which is used to store large volumes of Solid Waste for collection. An approved container must be serviced by mechanical equipment.
8. "Container Service Franchise" means a licensed waste hauling Service Company that provides approved waste containers and the related waste hauling service and has been granted a franchise by the County Commission to serve customers in Baldwin County.
9. "Department" means the Baldwin County Solid Waste Department.
10. "Designated Disposal Facility" means the Magnolia Landfill located in the County, or any other Solid Waste Facility or Solid Waste Management Facility so designated by the Baldwin County Commission in writing.
11. "Garbage" means putrescible animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage, trimmings and other discarded matter from meat or produce, including packaging materials and containers and other refuse as defined by rules of the Department (see "Putrescible Waste").
12. "Four or More Accounts" mean residential units such as: condominiums, apartments, mobile homes, and RV parks.
13. "Garbage Can" means a closed container for storage of residential waste and rubbish which meets the requirements of the Baldwin County Solid Waste Regulations as stated in its Policy Manual and includes wheeled containers provided to customers for storage and collection of residential solid waste by the county. See ADPH Admin. Code 420-3-5.10 Solid Waste Storage. Baldwin County Solid Waste is not responsible for damage to personal cans or carts.
14. "Hazardous Waste" means a Solid Waste, or combination of Solid Wastes, which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

15. "Owner" means Person or Persons or Entity or Entities, according to the records of Baldwin County Revenue Commissioner and/or the records in the Office of the Judge of Probate of Baldwin County, Alabama, owning an occupied property which generates Solid Waste. Such person or persons or entity or entities shall be responsible for enrolling an occupied property in the County's solid waste disposal program with an Approved Collection Service and shall be jointly and severally responsible for payment of all solid waste fees incurred by residents or occupants of the Owner's property.
16. "Policy Manual" means the applicable sections of the Baldwin County Policies and Procedures Manual as amended from time to time.
17. "Putrescible Waste" means food waste or garbage that will rot or decay producing foul odors or attract vermin. Putrescible waste includes containers that are contaminated by such waste.
18. "Qualifying Non-Residential Customer" means small businesses, nonprofit organizations, and government agencies whose weekly waste generation is less than three 35-gallon garbage cans.
19. "Recyclable Material" means those materials which are suitable for recycling, which have undergone source separation, and which would otherwise be disposed of as Solid Waste.
20. "Residential Unit" means a dwelling within the unincorporated areas of the County occupied by a person or group of persons comprising not more than four families. A condominium dwelling consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
21. "Residential Waste" means Garbage, Rubbish, and Recyclable Materials resulting from the normal housekeeping activities of a Residential Unit.
22. "Rubbish" means nonputrescible solid waste, excluding ashes, consisting of both combustible and noncombustible waste. Combustible waste includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves and similar materials. Noncombustible waste includes glass, crockery, metals, cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees F.
23. "Solid Waste" means all putrescible and nonputrescible discarded materials, except household sewage and livestock and poultry wastes, including, but not limited to, garbage, rubbish, scrap tires, offal, abandoned automobiles and such industrial wastes as are not controlled by other agencies. For the purposes of these regulations, all material declared by the Customer's word or deemed to be destined for final disposal or requiring alteration or modification before reuse, is deemed to be Solid Waste until otherwise declared by the Department.
24. "Special Services" means any Solid Waste collection and/or disposal services which require services beyond the minimum requirements of a waste collection agreement.

25. "Special Wastes" means Solid Waste that requires special handling and management, including, but not limited to, whole tires, used oil, lead acid batteries, and Biological Wastes.
26. "Vector" means an organism that is capable of carrying or transmitting a human pathogen, or human disease-causing agent, from one host to another.
27. "Vermin" means any of small various animals or insects that are destructive, annoying or injurious to health, including, but not limited to, flies, cockroaches, rats, foxes and weasels.
28. "White Goods" means refrigerators, ranges, water heaters, freezers, and other large appliances.
29. "Yard Waste" means material resulting from landscape maintenance, including, but not limited to, grass clippings, leaves, twigs, etc., and material resulting from land-clearing operations.

SECTION 2 - MANDATORY PARTICIPATION

1. Every Owner, person, household, business, industry or property, including but not limited to, every property with an E911 address, shall subscribe to an approved collection service unless granted a certificate of exception.
 - (A) Residential units shall subscribe to an approved residential collection service.
 - (B) Qualifying non-residential customers may subscribe to an approved residential collection service or to a franchised container service.
 - (C) Owners of "four or more account" properties shall subscribe to an approved collection service and follow Baldwin County Commission Policy #7.2 as outlined in the Baldwin County Commission Policy and Procedures Manual.
 - (D) All other waste generators must subscribe to a franchised container service.
 - (E) Only approved collection services may provide residential garbage collection service in the unincorporated areas of Baldwin County.
 - (F) All occupied residences must subscribe to an approved collection service unless granted a certificate of exception. The fact that any Residential Unit is occupied shall be prima facie evidence that Solid Waste is being produced and accumulated upon the premises thereof.
 - (G) Certificate of Exception, (Haul-Your-Own Certificate).

No owner, resident or household shall transport their own solid waste for handling or disposal until such household has made application for and received a Certificate of Exception from the Baldwin County Commission. The Baldwin County Health Department may issue the exception for households, but may not issue the exception for businesses or industries as are enumerated in Ala. Code Section 22-27-3 (1975), as amended. The applicant shall meet the following criteria:

1. The application shall be made on forms provided by the Baldwin County Health Department.
 - a. The application shall be accompanied by a written plan for the transportation of the household's solid waste, including, but not limited to, the method and frequency of transportation, the name and location of the facility to be used, and written verification that such facility agrees to accept the applicant's waste.
 - b. Solid waste containing garbage shall be transported at least weekly and shall be deposited at a facility approved to receive such waste.
 - c. Solid waste shall be stored and transported in a manner that will not create a public nuisance and will prevent the leakage, spilling, or escape of solid, semi-solid, or liquid wastes.
 - d. The certificate holder shall promptly retrieve or remove any waste materials that leaked, spilled, or escaped during storage or transportation, and deposit such waste at an approved facility.
 - e. The certificate holder shall obtain a receipt for each deposit of solid waste.
2. Said receipts shall be maintained for at least two (2) years from the date of issue and shall be made available to the Local Health Officer upon request.
3. Each receipt for deposit of solid waste shall give the name and location of the facility used and the date of deposit.
4. Certificate of Exception issued by the Baldwin County Health Department approved by the Baldwin County Commission.

A person, household, business, industry, or property owner may store, haul and dispose of their own solid waste on their land or dispose of it in a designated disposal facility, provided they have received a certificate of exemption (Haul-Your-Own Certificate) issued by the County Health Officer. The County Environmental and Community Department will receive and screen applications for the State Health Department. Certificates of exemption must be approved by the Baldwin County Commission before being issued.

To receive a Certificate of Exception, the applicant must prepare a haulage and disposal plan which sets out the proposed method of storing, hauling, and disposing of the solid waste so as to comply with rules and regulations adopted by the State and County and so as not to create a public nuisance or hazard to public health.

(H) Less than Once Per Week Haul-Your-Own

State Health Department rules prohibit holders of a certificate of exemption from storing putrescible waste for more than 7 days. To enforce this rule, certificate holders are expected to make weekly trips to the landfill. Where a household generates a very small quantity of putrescible waste and occupant has secured a waste hauling permit, he may apply to the County for a variance to the once per week disposal requirement. Examples include home compost makers and those who feed waste to domestic animals. Such variances will be considered on a case by case basis after a review of the applicant's haulage and disposal plan and an interview which may include an onsite inspection.

(I) Shared Service

- a. Subject to all applicable rules and regulations, exclusion from a full coverage collection program may be renewable annually; however, such exclusion is non-transferable from one person to another. In addition, if the collector discontinues service and is not replaced by another collector who agrees to collect the combined waste, the sharing activity is no longer valid.
- b. Persons who request to be excluded from participating in a full coverage collection program due to shared service, shall provide documentation to the Local Health Officer that their activity satisfies the following criteria which define shared service, which shall be used in determining if an activity is shared service:

1. Said person did mutually agree with other person(s) to combine their solid waste for collection, and began such activity at least six months prior to the implementation of the full coverage collection program.

2. All persons under such agreement were located within the same governing body's collection jurisdiction.

3. All persons under such agreement were sharing in the cost of the solid waste collection, pursuant to the agreement between them.

4. Collection of the solid waste was accomplished pursuant to an agreement with an approved collector, in a manner approved by the Local Health Officer.

5. The applicant must provide documentation that the collector was aware, at least six months prior to implementation of the full coverage collection program that the service was being shared, and said collector did agree to collect the combined solid waste for the single price charged.

6. The solid waste being combined was generated on properties which are located adjacent to each other, and do not require the transportation of the solid waste either offsite or to other properties other than those located immediately adjacent to the property on which the waste was generated.

SECTION 3 – GARBAGE CANS AND CONTAINERS

1. All solid waste which is not bundled must be placed in an approved container or garbage can.
2. Commercial Containers will be leak proof. Containers shall be maintained in a clean condition, and the area around the container shall be kept litter free.
3. Approved Garbage can means a rollable plastic container with hinged lids of durable construction suitable for mechanized collection approved by the Solid Waste Officer. Approved Garbage cans shall have tight fitting lids and shall be kept closed when placed for collection. Garbage cans shall be maintained in good condition. Any Garbage can that does not conform with the regulations or that may have ragged or sharp edges, or any other defect liable to hamper or injure the person working with or around the can, must be promptly repaired or replaced upon receipt of notice to that effect.

SECTION 4 – BUNDLED WASTE AND BULKY WASTE

1. Residential waste which does not fit into a Garbage can shall be bundled as outlined in the Baldwin County Commission Policy and Procedures Manual Policy #7.1. Bundles shall be bound securely together so as to avoid disintegration or spillage when lifted or moved.
2. The Department will collect White Goods and Bulky Waste from residential units on a call for service basis as described in the Baldwin County Commission Policy and Procedures Manual Policy #7.1. This service is provided for waste generated from the residential use of the property and does not include waste generated by home businesses.

SECTION 5 – RECYCLING PROGRAM

All waste generators are encouraged to participate in Baldwin County's voluntary recycling program. The County maintains recycling drop-off centers throughout the County for collection of recyclable materials. Future recycling program activities will be implemented in stages across the County.

SECTION 6 – COLLECTION SERVICE AND CONTAINER PLACEMENT

Residential collection service will be provided along all County maintained roads and along all other roads in the unincorporated area which can be safely traveled by a collection vehicle as determined by the County.

1. Garbage cans, bundles, recyclable materials, white goods, waste automobile tires and bulky waste for Residential Waste Collection Service shall be placed at ground level, on the property of the Customer. Materials left for collection shall be placed upon the portion of the public right-of-way fronting along the Customer's property immediately adjacent to the traveled, graded or paved portion thereof, but off the shoulder of the roadway, where it can be easily accessible for inspection and collection.
2. At no time shall any Garbage cans or materials left for collection, be placed on or within the traveled, graded or paved portion of any right-of-way, or on or within any gutters, ditches or sidewalks.
3. Garbage cans for Residential Waste Collection Service shall be placed after 5:00 p.m. of the day before scheduled collection, but in no case shall receptacles remain at the curb later than 8:00 p.m. on the scheduled day of collection.
4. Customers not wishing to place garbage cans or bundles at the designated location shall contract with the county operated service or with an approved collector for collection and disposal of Solid Waste as a Special Service.
5. Any garbage can left for collection which does not comply with the County's rules shall not be emptied by the collector. The collector will cause such garbage cans to be clearly marked specifying the manner they fail to meet the approved standards.
6. The Department is authorized to grant exception to these container placement rules to Customers with residences on roads which cannot be safely traveled by collection vehicles and to grant exceptions to the container placement time rule to customers who cannot reasonably comply.

SECTION 7 – EXCLUDED WASTE

Baldwin County's waste collection system and franchises do not cover construction and demolition debris, liquid waste, hazardous waste, medical waste or other special wastes. Waste generators are responsible for disposing of these wastes in a manner which meets all federal and state requirements.

SECTION 8 – ONLY WASTE GENERATED ON PREMISES COLLECTED

Residential collection service customers shall not place any waste out for collection which was not generated at the residential unit subscribing to the collection services.

SECTION 9 – SERVICE FEES AND CUSTOMERS EXEMPT FROM SERVICE FEES

1. The fee for collection service will be established on an annual basis by the Solid Waste Department and approved by the Commission. Each residential unit will pay a collection fee as outlined in Policy #7.6 in the Baldwin County Commission Policy and Procedure Manual, unless granted a certificate of exemption, or unless exempted from payment by one of the following exceptions. The Owner of a property shall be jointly and severally liable for the fee for collection service for the Owner and any person, household, business or industry generating solid wastes, garbage or ash on the Owner's property.

2. State Social Security Exemption:

Social Security Exemption – The exemption shall apply only so long as the household's sole source of income is Social Security and shall be requested no later than the first billing date of any year in which the exemption is desired in accordance with the Code of Alabama, 1975, Section 22-27-3(a) (3), as the same may be amended from time to time. Sole source of income may include Social Security, SSI Benefits, VA Benefits or any combination thereof. Proof of income must be SSA- 1099 and prior year 1040 tax return or three (3) months bank statements, unless additional information is required by the Solid Waste Officer or the County Commission or its designee. If any member of the household has any income other than a combination of Social Security, SSI Benefits, and VA Benefits, the entire household is deemed ineligible for the Social Security exemption. Social Security exemptions cannot be granted unless the request for exemption and proof of income is presented to the County no later than the first billing date of the year the exemption is requested. An administrative grace period will be granted until February 28th of each year. Any changes or updates to this exemption can be found in The Baldwin County Commission's Policy and Procedures Manual, Policy #7.6 or the ADPH Administrative Code 420-3-5-.08 Social Security Benefits Exemption.

3. The County Commission allows the following exemptions from full or partial payment of fees associated with garbage collection service:

(A) Low Income Exemption – The exemption shall apply only so long as the household total income does not exceed 75% of the federal poverty level pursuant to Code of Alabama, 1975, Section 22-27-3(a)(3), as the same may be amended from time to time. The Alabama Legislature approved Act No. 2000-336 which authorized Baldwin County to allow the Baldwin County Commission to grant this exemption. If denied, the Head of

Household can only apply every six (6) months. If approved, the exemption is only good for six (6) months. If it is found that the Head of Household or household members have provided false information, the head of household will be back billed for any provided services and will not be allowed to reapply for the exemption, and the Head of Household or household members may be subject to additional penalties as set forth in applicable laws, rules or regulations.

- (B) Local Baldwin County Social Security Interest/Dividend Income Exemption – Any person applying for the Social Security Exemption set forth above but who is disqualified because said person has received interest/dividends income, said person otherwise meeting all other requirements for the Social Security Exemption, shall be entitled to receive the Local Baldwin County Social Security Interest/Dividend Income Exemption, as long as the interest/dividend income received does not exceed \$25.00 per year.
- (C) Vacancy Exemption. Vacant accounts are properties in which no one resides or no business is being operated or conducted, and the buildings or facilities located on the property are vacant. This could be for a number of reasons which include:
 - 1. The property has been deemed uninhabitable;
 - 2. No one is residing at the residence or no business is operating, and the building or facilities located on the property are vacant;
 - 3. The owner or resident has passed away, and no one is living at the home at the present time; or
 - 4. The property is either up for sale or rent, and no one is currently living there. At the end of the time frame approved in the vacancy exemption, they will either need to fill out another vacancy form, or the account will be billed to property owner.
- (D) Seasonally occupied homes may apply for seasonal collection service. The fee for seasonal service will be established annually and stated in the approved Baldwin County Commission Policy and Procedure Manual, Policy #7.6.
- (E) Dumpster Exemption. Where the owner of a business has a garbage service dumpster at the business location and the owner's primary residence is immediately adjacent to the Owner's business, the Owner may dispose of household waste in that business' dumpster and be exempted from payment for his residential unit. A copy of the contract must be submitted with their exemption form. Dumpster exemptions must be renewed annually.
- (F) Volunteer Fire Departments – Volunteer fire departments are exempt from payment of services provided by the County's Solid Waste Department under Alabama Code Section 40-9-13(a) (1975).
- (G) Search and Rescue Units/Squads – Voluntary nonprofit search and rescue units or squads which are operated as a public service for the benefit of the citizens of Baldwin County, and as approved by the Baldwin County Commission in accordance with Section 45-2-142.01 of the Code of Alabama 1975, are exempt from payment of services by the County's Solid Waste

Department.

Residents who qualify for these exemptions will subscribe to the County's residential collection service and then apply to the County's Solid Waste Department for said exemption. Upon approval, the resident shall be removed from the billing list. If the application is disapproved, the collection service will bill the resident for service provided. All exemptions, or Certificates of Exception, must be renewed on an annual basis.

SECTION 10 – OTHER FEES

1. The County will provide roll-out containers as outlined in the approved Baldwin County Commission Policy and Procedure Manual.
2. Special Services will be provided to customers who qualify for a fee in addition to the charge for basic service,

(A) Handicapped residents in residential units where no one is physically able to bring the household garbage to the curbside will be provided special services at no charge.

3. Neighborhoods which request twice a week collection service will pay an additional fee for additional services.
4. The County Commission will approve charges for other special services requested by customers.

SECTION 11 – MISCELLANEOUS

1. The department will establish and maintain a list of all residential units in the unincorporated area which will serve as the customer billing list for the collection service.
2. Billing will be established as outlined in the Policy and Procedure Manual.
3. The Clerk/Treasurer will establish an enterprise fund separate from the Environmental Enterprise Fund to account for all operations of the Collection Service.
4. Customers are responsible for keeping their dogs confined so that collection personnel can safely empty garbage cans.

SECTION 12 – ENFORCEMENT

County staff will assure that every Owner, household, residence, business, industry, or property generating solid waste, subscribes to an approved collection service or is granted a certificate of exemption. Whenever possible, staff will attempt to make personal contact with property owners and residents to encourage them to subscribe to the service or to get a certificate of exception. Formal enforcement procedures will be used in instances where there has been a failure to subscribe to the service or to receive a certificate of exemption.

1. Failure of an Owner, household, residence, business, industry, or property generating solid waste to subscribe to an approved collection service may result in formal enforcement

procedures. Failure to participate shall constitute, but is not limited to, solid waste being transported and disposed in violation of these regulations and in violation of any in state and federal environmental laws, rules or regulations.

2. County staff will investigate each such violation.

3. SHOW CAUSE HEARING

The Baldwin County Solid Waste Officer will issue a Citation to Appear for a Show Cause Hearing to the "failure to participate" households, owner, resident, person, business, industry or entity. The Citation will be sent by certified mail or served in person to the apparent violator.

The Citation will explain that the purpose of the hearing is to allow the apparent violator to show that they are taking part in the mandatory participation program and that they should not be summoned to court for violating the solid waste disposal law.

The Citation will include a summary of the law and County solid waste regulations which are the subject of the violations.

The Citation will specify the time, place, and date of the hearing.

The hearings will be conducted at a Satellite Courthouse or at the Bay Minette Court House.

The hearing will be conducted by a County Solid Waste Officer appointed by the County Commission.

A second staff member will be present in the room to take notes and assist with the hearing.

The hearing will consist of the following sequence:

The Solid Waste Officer will review the solid waste disposal law, the county mandatory participation program, and information about the apparent violation.

The apparent violator will have an opportunity to show why they should not be considered in violation of the regulations.

If the Solid Waste Officer determines that the apparent violator is not taking part in the mandatory participation program, the Solid Waste Officer will set a deadline for the household, owner, resident, person, business, industry or entity either to subscribe to the collection service or to receive a Certificate of Exception.

The Solid Waste Officer will explain that, if action is not taken to participate in the program by the deadline, the Solid Waste Officer will confer with the District Attorney's office about issuing a summons to court for violation.

4. COURT CASE

If an apparent violator is still not participating in the program after the deadline set at a show cause hearing, the Solid Waste Officer will prepare a case file summarizing known

facts and include all supporting documents.

The Solid Waste Officer will review the case file with the District Attorney's staff, and jointly, they will decide whether the case meets the requirements for prosecution and whether a summons should be issued.

If the decision is made that a case should be taken to Court, the Solid Waste Officer will sign the complaint.

The Clerk of Court will set a court date and issue a summons.

The District Attorney's Office will prosecute the case. The Solid Waste Officer and County staff will provide any assistance requested by the District Attorney.

5. CIVIL ACTION

In addition, the County Commission may authorize the County Attorney to file a civil action for collection of delinquent collection service fee.

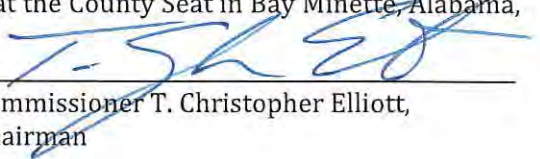
6. REPEALER CLAUSE

Resolution #2016-010, adopted at the January 19, 2016, regular meeting is hereby repealed.

7. SEVERABILITY CLAUSE

If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 1st day of November, 2016.


Commissioner T. Christopher Elliott,
Chairman

ATTEST:



Ronald J. Cink, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0013, Version: 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Silverhill) - Employment of One (1) Operator Technician I

STAFF RECOMMENDATION

Approve the employment of Wesley Nelson to fill the open Operator Technician I position (PID #649) at a grade 307 (\$15.33 per hour / \$31,894.00 annually) to be effective no sooner than October 12, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician I was vacated in August 2020, by resignation of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$31,894.00 - budgeted

Budget line item(s) to be used: 53112.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0014, Version: 1

Item #: BQ2

Meeting Type: BCC Regular Meeting
Meeting Date: 10/6/2020
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Traffic Operations) - Transfer of Employee Into Operator Technician I Position

STAFF RECOMMENDATION

Approve the transfer of Trevor Thomas from the Solid Waste Driver I (PID #5145) grade 307 (\$15.33 per hour / \$31,894.28 annually) in the Solid Waste Collections Department (511/54800) to the Operator Technician I position (PID #5287) grade 307 (\$15.33 per hour / \$31,894.28 annually) in the Highway Traffic Operations Department (111/53135) to be effective no sooner than October 12, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician I position was vacated in June 2020 due to the resignation of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$31,891.28 - budgeted

Budget line item(s) to be used: 53135.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0010, Version: 1

Item #: BQ3

Meeting Type: BCC Regular Meeting
Meeting Date: 10/6/2020
Item Status: New
From: Ron Ballard, JDC Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Juvenile Detention Center - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Robert Dubose from the Detention Technician position (PID #5341) grade 306 (\$14.75 per hour / \$30,679.76 annually) to the Detention Worker I position (PID #235) grade 308 (\$16.10 per hour / \$33,489.00 annually); and
- 2) Approve the transfer of Albert McCreary from the part-time Detention Technician (PID #PT42) grade 306 (\$14.75 per hour) to the full-time Detention Technician position (PID #5341) grade 306 (\$14.75 per hour / \$30,679.76 annually).

These actions will be effective no sooner than October 12, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Detention Worker I position was vacated in August 2020. The JDC Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$64,168.76 - budgeted

Budget line item(s) to be used: 52610.5113

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0011, Version: 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Harry D'Olive, Probate Judge

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Probate Office - Promotion of Employee into License Revenue Officer II Position

STAFF RECOMMENDATION

Approve the promotion of Carletta McReynolds from the License Revenue Officer I position (PID #3054) grade 306 (\$16.36 per hour / \$34,022.46 annually) to the License Revenue Officer II position (PID #1079) grade 307 (\$17.67 per hour / \$36,753.60 annually) to be effective no sooner than October 12, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The License Revenue Officer II position was vacated in August 2020 by the retirement of the previous employee. The Probate Judge respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$36,753.60 - budgeted

Budget line item(s) to be used: 51300.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0012, Version: 1

Item #: BQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Revenue Commission (Re-Appraisal) - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Taarin Mitchell from the Real Property Support Technician I position (PID #967) grade 305 (\$14.75 per hour / \$30,679.20 annually) to fill the open Chief Administrative Assistant position (PID #5306) grade 310 (\$17.92 per hour / \$37,273.00 annually); and
- 2) Approve the promotion of Darla Lawley from the Real Property Support Technician I position (PID #5003) grade 305 (\$14.05 per hour / \$29,218.29 annually) to fill the open Real Property Appraiser Trainee position (PID #5335) grade 309 (\$16.91 per hour / \$35,163.00 annually); and
- 3) Approve the updated position description for the Chief Administrative Assistant.

These recommendations will be effective no sooner than October 12, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated in August 2020, due to the resignation of the previous employees. The Revenue Commissioner respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$72,436.00 - budgeted

Budget line item(s) to be used: 51810.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Chief Administrative Assistant (Re-Appraisal)

Department: Revenue Commission

Job Analysis: January 2015, October 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: **Assistant Chief Appraiser**, Chief Appraiser and Revenue Commissioner

Subordinate Staff: None

Internal Contacts: Members of the Revenue Commissioner's Office

External Contacts: General Public, Attorneys, Real Estate Agents and Appraisers, Title Companies, Vendors

Status: Classified/Non-Exempt (310)

Job Summary

Work involves advanced clerical duties (often complex) along with administrative requirements including recording all proceeding of formal or informal meetings of the Chief Appraiser on request. Handles correspondence, inventory control and preparing requisitions for office supplies for the Re-Appraisal Department. This position also involves staying informed on Re-Appraisal schedules and plans to meet annual requirements (notices, BOE schedule, bills, **website updates**, etc.) and consults with **Assistant Chief Appraiser**, Real Property Appraisal Supervisors and Appraisal Clerk Coordinator to make minor decisions and represent the Chief Appraiser or **Assistant Chief Appraiser** when he (she) is not available. Responsible for filing, typing, scheduling and communications for the Re-Appraisal Department. Employee is delegated a wide range of responsibility and does not require close supervision.

Job Domains

A. Clerical

1. Take notation (document information) as needed.
2. Type letters, resolutions and various documents on a daily basis.
3. Maintain all scheduling, filing and communication for Chief Appraiser.

4. Type legal documents, orders and other memoranda as necessary.
5. Maintain office supply inventory and prepare requisitions for same.
6. Prepare and route various perpetual requisitions to accounts payable.
7. Coordinate training course registrations and travel reservations as needed.
8. Assist in data entry required in Re-Appraisal when conditions warrant.

B. Reception and Referral

1. Greet visitors to the office, refer them to whom they need to see.
2. Answer incoming calls to the Chief Appraiser when requested.
3. Provide whatever information is available to general inquiries.

C. Filing and Records Management

1. File all correspondence on a daily basis.
2. File all internal memoranda such as legal documents.
3. Retrieve materials from files upon request.
4. Maintain filing system in an organized manner.
5. Maintain calendar of annual and sick leave requests for all Re-Appraisal employees.
6. Maintain work schedules as indicated by Chief Appraiser, Assistant Chief Appraiser, Appraisal Supervisors and Clerk Coordinator.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. Knowledge of basic bookkeeping procedures.
3. A good working knowledge of English grammar, composition and spelling within acceptable standards of quality and accuracy.
4. A good working knowledge of general office practices and procedures.
5. Skills to communicate effectively with office staff and general public.
6. Skills to read and understand printed reports.
7. Knowledge of filing procedures.
8. Knowledge of office machinery operations.
9. Ability to establish and maintain effective working relationships with supervisors, co-workers and the general public.
10. Knowledge and ability to operate PCs and general software and be proficient with the software applications in use in Re-Appraisal (currently Microsoft Office and SharePoint) and be familiar with GIS applications such as ArcMap and GAMA.
11. Proficient in the use of Excel spreadsheets, including formulas and pivot tables.
12. Knowledge of AS400 and database queries.
13. Knowledge of basic website editing.

Other Characteristics

1. Willing to work overtime when necessary.
2. Willing to attend educational courses for advanced training.

3. Ability to work under stress of recurring deadlines.
4. Employee is encouraged to achieve a designation offered through the Alabama Property Tax Education and Certification Program.

Minimum Qualifications

1. **Three (3) years of experience in related work.**
2. Associate degree in accounting, business, real estate or a closely related field is preferred, but extensive work experience in a closely related field will be considered.
3. Or equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.



Baldwin County Commission

Agenda Action Form

File #: 21-0009, Version: 1

Item #: CA1

Meeting Type: BCC Regular Meeting
Meeting Date: 10/6/2020
Item Status: New
From: Felisha Anderson, Archives Director
Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Proclamation - Archives Month - October 2020

STAFF RECOMMENDATION

Adopt a proclamation which proclaims October 2020 as "Archives Month" in Baldwin County, Alabama, and encourages the public to visit the archives facility in Bay Minette and other archives and museums throughout the area to discover their collections.

BACKGROUND INFORMATION

Previous Commission action/date: October 1, 2019 - Baldwin County Commission during its regularly scheduled meeting Proclaimed October 2019, as "Archives Month" in Baldwin County, Alabama.

Background: Each October the Society of American Archive, the Council of State Archivist, and individual archives around the country celebrate Archives Month. This is a celebration of archives and the work of archivists who collect, preserve, care for and make accessible records and information of importance. Although, the profession is sometimes overlooked, archives play an important role in preserving the American story. Like archivist everywhere, staff of the Baldwin County Department of Archives work daily to maintain Baldwin County's history and make it available to the public.

In honor of this celebration, staff invites the community to visit the facility to learn more about the profession and meet those who help preserve Baldwin County's story. Staff would also like to use this month to remind individuals who possess historical materials to properly care for them so that they may be of use to future generations. Finally, staff encourages the public to visit other archives and museums throughout the area to discover their collections, as well.

Steve Murray, Director at Alabama Department of Archives and History and Felisha Anderson, Baldwin County Archives Director will attend the October 6, 2020 meeting to accept the proclamation. Mr. Murray will address the 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: Administration - Have proclamation signed by
Chairman/County Administrator prior to the meeting

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

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAIMING OCTOBER 2020, AS “ARCHIVES MONTH” IN BALDWIN COUNTY, ALABAMA.

WHEREAS, much of our county’s rich and diverse heritage is contained in the documents and records created by and for its people; and

WHEREAS, state and local governments, religious and medical institutions, colleges and universities, libraries, historical societies, museums, businesses, and families throughout Baldwin County have established archives as a means of preserving our written history; and

WHEREAS, these archives collectively contain over 211 years of unique materials, ranging from hand-written letters and diaries to typewritten manuscripts, photographs, videotapes, and modern electronic data systems; and

WHEREAS, through these archives, future generations of Baldwin County can more accurately study the past, learn from the accomplishments of their predecessors, trace their ancestors, understand their community’s pride of place, confirm property rights, and maintain laws, while celebrating the history of our county

WHEREAS, October has been declared National Archives Month in the United States by the Society of American Archivists and the International Council on Archives and it is fitting that Baldwin County join in this observation; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission hereby proclaims October 2020 as “Archives Month,” in Baldwin County, Alabama, and encourages the public to visit the Baldwin Count Archives facility and other archives and museums throughout the area.

*IN WITNESS WHEREOF, we have hereunto set our
Hands and caused the Seal of the County of Baldwin
To be affixed at the County Seat in Bay Minette,
Alabama, on this 6th day of October 2020.*

Billie Jo Underwood, Chairman

Commissioner Joe Davis

Commissioner Charles F. Gruber

Commissioner James E. Ball



Baldwin County Commission

Agenda Action Form

File #: 21-0035, Version: 1

Item #: DA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Cable Options Inc. - Cable Television System Franchise Agreement

STAFF RECOMMENDATION

Conduct a public hearing to consider the following:

Approve/authorize the provisions of Resolution #2011-085 of the Baldwin County Commission to be binding to Cable Options, Inc. pursuant to Cable Options, Inc. executing an instrument entitled "Acceptance of Terms of Resolution #2011-085 Adopted by the Baldwin County Commission Authorizing Cable Options to provide Cable Television Services to Residents of Unincorporated Baldwin County."

This Agreement shall be for five (5) years commencing upon its effective date on November 3, 2020, and expiring on November 3, 2025, unless terminated in another manner as prescribed by said Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: November 3, 2015

Background: Cable Options, Inc. has requested the renewal of its Cable Television System Franchise Agreement with the Baldwin County Commission.

REQUEST FOR A CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT:

Currently, there are five cable or video systems in unincorporated Baldwin County, which have been granted a franchise agreement by the Baldwin County Commission (Local Franchising Authority), which, authorizes their use of county-owned rights-of-way to operate in unincorporated Baldwin County.

The work session and public hearing allows Cable Options, Inc. an opportunity to participate in a process on this matter before this Local Franchising Authority. Staff requests that this Local

Franchising Authority conduct a public hearing to allow the Commission and interested citizens an opportunity to determine if the grant of an Agreement would be in the best interest of the citizens and, if the public hearing does not reveal a legitimate reason to deny, approve such grant.

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: Acceptance Agreement previously approved by County Attorney.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff - save current documents to Cable Franchise Files.

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

Letter and Acceptance Form and Agreement to Cable Options as follows:

Cable Options

Mr. J. Alex Bowab
P.O. Box 1404
Fairhope, Alabama 36533

cc: Heather Gwynn HGWYNN@baldwincountyal.gov
Cian Harrison cian.harrison@baldwincountyal.gov
Ron Cink rcink@baldwincountyal.gov

Additional instructions/notes: N/A

**ACCEPTANCE OF TERMS OF RESOLUTION #2011-085
ADOPTED BY THE BALDWIN COUNTY COMMISSION (“County” or “Baldwin County”)
AUTHORIZING
CABLE OPTIONS, INC.
TO PROVIDE CABLE TELEVISION SERVICES TO RESIDENTS OF
UNINCORPORATED BALDWIN COUNTY**

THIS WRITTEN ACCEPTANCE OF COUNTY RESOLUTION #2011-085 (“Resolution,” attached hereto and incorporated herein) is made by Cable Options, Inc., a domestic corporation organized and existing under the laws of Alabama, and qualified to do business in the State of Alabama (Business Entity ID Number 126-304, Office of Secretary of State, State of Alabama).

Recitals:

1. County adopted the Resolution on the 3rd day November, 2015, imposing certain regulations for cable television service and competitive video service in the unincorporated areas of Baldwin County, Alabama.
2. Pursuant to the Resolution, Cable Options, Inc. made application to the Commission to provide cable television services in Baldwin County.
3. On the 3rd day of November, 2015, the Commission approved the said application, subject to the filing of this written acceptance.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, Cable Options, Inc. hereby represents and warrants to the Commission as follows:

Acceptance:

1. Cable Options, Inc. agrees to be bound by the Resolution subject to the terms and conditions herein. Cable Options, Inc. shall timely and fully perform all of the duties and obligations set forth in the Resolution, except for any and all additional or different terms as may be agreed and set out herein (“Acceptance”).
2. Cable Options, Inc. agrees by this written acceptance that the Resolution and Acceptance shall become effective November 3, 2020, and, furthermore, shall supersede its previous Agreement which expires on November 3, 2025.
3. Cable Options, Inc. acknowledges and agrees that it is, and shall be, subject to the regulatory authority of the County as set forth herein and in the Resolution:

(A) Bonds. Cable Options, Inc. shall obtain and maintain a construction bond to the extent required under the County’s generally applicable construction permit laws for any future construction projects conducted in the public rights-of-way. Pursuant to Section 5(D) of the Resolution, Cable Options, Inc. shall not be required to obtain or maintain a performance bond, letter of credit, or other surety during the term of its agreement.

(B) Insurance. Pursuant to Section 14 of the Resolution, Cable Options, Inc. shall maintain commercial general liability insurance with a minimum of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and shall name Baldwin County as an additional insured. Cable Options, Inc. shall provide the County with a copy of the certificate of insurance within sixty (60) days of the date of acceptance as shown below.

4. Cable Options, Inc. agrees to cooperate fully with the County and obtain from the County and any governmental agency all licenses, permits, and other authority necessary for lawful construction, operation, maintenance, and expansion of its system under the Resolution.
5. Cable Options, Inc. further represents and warrants as follows:
 - (A) That it is a corporation duly organized, validly existing, and in good standing under the laws of Alabama, and has all right and authority necessary to enter into and fully perform all of the duties and obligations of the Grantee under this written acceptance and the Resolution; and
 - (B) That it has taken all action necessary to authorize the execution and delivery of this written acceptance and the full performance of all the duties and obligations of the Grantee under the Resolution; and
 - (C) That it has the legal, technical, and financial ability to construct, operate, maintain, and expand the system pursuant to the terms of the Resolution; and
 - (D) That this written acceptance and the Resolution are binding on Cable Options, Inc. in accordance with their terms, to the extent not inconsistent with state or federal law and as otherwise provided herein.
6. Cable Options, Inc. agrees that all representations, warranties, and agreements contained herein and in the Resolution shall survive the execution of this written acceptance and shall be binding upon Cable Options, Inc.'s permitted successors and assigns.
7. Notwithstanding anything to the contrary, the County and Cable Options, Inc. reserve all rights under federal, state, and local law.

CABLE OPTIONS, INC., an Alabama Corporation

By: _____
J. ALEX BOWAB
Its: Partner, Cable Options, Inc.

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2020, before me, a Notary Public within and for _____ County, _____, appeared Name & Title, and that with full authority, executed the foregoing document as his free act and deed on behalf of said corporation.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

(Seal)

STATE OF ALABAMA

COUNTY OF BALDWIN

**RESOLUTION #2011-085
OF THE
BALDWIN COUNTY COMMISSION**

**RESOLUTION ADOPTING REGULATIONS FOR CABLE TELEVISION SERVICE
AND COMPETITIVE VIDEO SERVICE
IN THE UNINCORPORATED AREAS OF BALDWIN COUNTY, ALABAMA**

WHEREAS, Alabama Code Section 11-27-1 (1975) authorizes the Baldwin County Commission (Commission) to grant franchises to cable television providers utilizing public rights of way within the unincorporated areas of Baldwin County, Alabama; and

WHEREAS, the Commission is also empowered to promulgate reasonable rules and regulations for such providers; and

WHEREAS, the Commission adopted such rules pursuant to Resolution #98-56, as amended by Resolution #2006-33; and

WHEREAS, since the adoption of such rules a number of telecommunications providers have utilized technology which enables them to provide video services to their customers; and

WHEREAS, the Federal Communications Commission has adopted a franchising order imposing certain requirements on local governments to ensure a competitive environment for providers of video services, whether delivered over a traditional cable system or utilizing Internet protocol or other technology; and

WHEREAS, the Commission desires to adopt this new Resolution #2011-085 ("Resolution") to include and address these changes, and, further, to rescind the aforesaid prior Resolutions #98-56 and #2006-33 but without limiting, altering, or otherwise affecting in any manner any agreement or franchise executed prior to the adoption of this Resolution; now therefore

**BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR
SESSION ASSEMBLED, AS FOLLOWS:**

Regulations Governing Video and Cable Services

SECTION	PAGE
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1. Title

These regulations shall be known and may be cited as the Baldwin County Cable Service and Competitive Video Service Regulations.

2. Definitions

- A) *Affiliate* means another Person who owns or controls, is owned or controlled by, or is under common ownership or control of such Person.
- B) *Agreement* means either a Cable Franchise or Competitive Video Service Agreement.
- C) *Applicable Law* means such local, state and federal laws and rules as may govern the construction, operation and maintenance of a Cable or Competitive Video System.
- D) *Basic Cable* means the definition provided in 47 U.S.C. 522 (3), as amended.
- E) *Cable Provider* means any Person or group of Persons (1) who provides Cable Service over a Cable System and directly or through one or more Affiliates owns

a significant interest in such Cable System, or (2) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

- F) *Cable Service* means (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- G) *Cable System* means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (i) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves subscribers without using any Public Right-of-Way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System, other than for purposes of 42 U.S.C. § 541 (c), to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with 42 U.S.C. § 573; (v) any facilities of any electric utility used solely for operating its electric utility system; or (vi) the facilities of a Competitive Video Service Provider under this Chapter.
- H) *Commission* means the Baldwin County Commission as the duly elected governing body of Baldwin County, Alabama.
- I) *Competitive Video Service* means video programming provided by a Competitive Video Service Provider and provided through wireline facilities located at least in part in the public rights-of-way without regard to delivering technology, including internet protocol technology. This definition does not include video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).
- J) *Competitive Video Service Agreement* means an Agreement executed by the Commission and a Competitive Video Service Provider pursuant to this Resolution.
- K) *Competitive Video Service Provider* means an entity providing video services pursuant to an Agreement with the Commission.
- L) *Competitive Video Service System* means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Competitive Video Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (i) a facility that serves only to

retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves subscribers without using any Public Right-of-Way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System, other than for purposes of 42 U.S.C. § 541 (c), to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with 42 U.S.C. § 573; (v) any facilities of any electric utility used solely for operating its electric utility system.

- M) *Franchise* means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546), issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or Competitive Video Service.
- N) *Franchise Agreement* means the agreement executed by the Franchising Authority and a Provider pursuant to this Chapter and includes Competitive Video Service Agreements.
- O) *Franchising Authority* means the Baldwin County Commission.
- P) *Gross Revenues* means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by the Provider from the provision of Service within the Service Area.
 - 1. **Included Items:** Subject to paragraph (2), the term "Gross Revenues" shall include the following:
 - a. All charges and fees paid by subscribers for the provision of Service, including fees attributable to Service when sold individually or as part of a package or bundle, or functionally integrated, with services other than the Service; and
 - b. All revenue derived from the Provider's Service pursuant to compensation arrangements for advertising sales and home shopping (including Home Shopping Network and any comparable shopping from home network) sales attributable to the local service area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Provider may make to advertisers) shall not be netted against advertising revenue included in Gross Revenues. The allocation of advertising and home shopping compensation shall be based on the number of subscribers in the County divided by the total number of

subscribers in relation to the relevant region or national compensation arrangement; and

- c. All revenue collected by the Provider arising from or attributable to the provision of Service by the Provider within the County including, but not limited to: fees charged Subscribers for any basic, optional, premium, per-channel or per-program service; franchise fees; installation and re-connection fees; converter rentals and/or sales; late or administrative fees; and any upgrade, downgrade or other change-in-service fees; prorata advertising revenues; prorata revenues from home shopping commissions; and any prorata value (at retail price levels) of any non-monetary remuneration received by the Provider in consideration of the performance of advertising or any other service of the system, including fees attributable to Service when sold individually or as part of a package or bundle, or functionally integrated, with services other than the Service.
2. For the purposes of this Chapter, the term "Gross Revenues" shall not include the following:
- a. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt; and
 - b. Refunds, rebates, credits or discounts to subscribers or the Commission to the extent not already offset by clause 2. a. and to the extent such refund, rebate, credit, or discount is attributable to the Service; and
 - c. Any revenues received by the Provider or its Affiliates from the provision of any services or capabilities other than the Service, including, but not limited to telecommunications services, information services, Internet access services, and digital or VoIP telephone service.
 - d. Any revenues received by the Provider or its Affiliates for the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing; and
 - e. Any requirements or charges for managing the public rights-of-way with respect to a Franchise or Competitive Video Service Agreement under this Chapter, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; and

- f. Any amounts attributable to the provision of Service to customers at no charge, including the provision of such Service to the public institutions without charge; and
 - g. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a Federal, State, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes and utility user taxes; and
 - h. Any forgone revenue from the provision of Service at no charge to any Person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in Gross Revenue; and
 - i. Sales of capital assets or surplus equipment; and
 - j. Reimbursement by programmers of marketing costs actually incurred by the Provider operator for the introduction of new programming; and
 - k. The sale of Services for resale to the extent the purchaser certifies in writing that it will resell the Service and pay a fee to the Commission with respect hereto.
3. In the case of Service that may be bundled with other services of the Provider, the portion of the Provider's revenues that shall be included in Gross Revenues shall be that amount attributable to the Service as reflected on the books and records of Provider kept in the regular course of business in accordance with generally accepted accounting principles and Federal Communications Commission rules, regulations, standards, and orders, as applicable.
4. Revenue of an Affiliate shall be included in the calculation of Gross Revenues to the extent the treatment of such revenue as revenue of the affiliate has the effect (whether intentional or unintentional) of evading the payment of fees herein which would otherwise be paid for Service.
- Q) *Person* means an individual, partnership, association, joint stock company, trust, corporation or limited liability entity.
- R) *Provider* means either a Cable Provider or a Competitive Video Service Provider.
- S) *Public Right-of-Way* means any County street, alley, water or public right-of-way dedicated or commonly used for utility purposes, including utility easements wherein the County has acquired the right and authority to locate or permit the

location of utilities consistent with a Provider's facilities. "Public Right-of-Way" shall not include any real or personal County property that is not specifically described in the previous sentence, and shall not include County buildings, or other structures or improvements, regardless of whether they are situated in the public right-of-way.

- T) *Service* means either a Cable Service or Competitive Video Service.
- U) *Service Area* means the unincorporated area of Baldwin County, Alabama.

3. Grant of Authority

- A) In accordance with this Resolution and upon executing a Franchise Agreement, a Provider is authorized to occupy or use the Public Right-of-Ways within the service area to construct, operate, maintain, repair, and upgrade existing facilities and install new facilities for the purpose of providing Cable Service within the Service Area.
- B) In accordance with this Resolution and upon executing a Competitive Video Service Agreement, a Competitive Video Service Provider is authorized to occupy or use the Public Right-of-Ways within the service area to construct, operate, maintain, repair, and upgrade existing facilities and install new facilities for the purpose of providing Competitive Video Service within the Service Area.
- C) A Provider must comply with state and federal law and agree in its respective Franchise Agreement or Competitive Video Service Agreement to comply with any applicable requirements set forth in this Resolution, including, but not limited to compliance with and receipt of such permits, licenses, and legal authorizations as may be required by the Commission. This Resolution neither authorizes the Provider to use the Public Rights-of-Way for purposes of providing any other service, nor prohibits the Provider from doing so. The Provider's authority to provide non-cable service shall be subject to Applicable Law. No privilege or power of eminent domain is bestowed by this Resolution.

4. Level Playing Field

Any incumbent Provider providing Cable Service or Competitive Video Service in the unincorporated areas of Baldwin County on the effective date of this Resolution may immediately opt out of its existing Agreement with the Commission and enter into a new Agreement under Section 3.

5. Service and Technical Standards; Bonding

- A) A Provider shall design its System, and construct and maintain its System to have the capability to pass every dwelling unit within the Service Area, or such other

areas designated in the Agreement, subject to the extension provisions in this Section.

- B) A Provider will extend its Service in accordance with the following service extension formula:
1. Provider agrees to extend its Cable System or Competitive Video Service System to those areas where Provider receives a request for service from at least six (6) residential dwelling units per 660 feet of aerial plant as measured from Provider's existing distribution system. Such extension shall be at no cost to such subscriber other than the published standard/non-standard installation fees charged to all subscribers.
 2. Provider shall have the right, but not the obligation, to extend its System into any portion of the Service Area where another Provider is providing Service, into any annexed area which is not contiguous to the present Service Area, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.
- C) A Provider shall designate a responsible contact person including a telephone number available seven (7) days a week, twenty-four (24) hours a day, with whom representatives of the Commission can communicate on all matters relating to system installation, construction, operation, and maintenance.
- D) Providers shall procure and maintain bonding in such amounts and terms as the Commission deems appropriate, taking into account the number of subscribers and impact of the system on the rights of way.
- E) A Provider shall include a description of the broad categories of programming and services to be provided in its Agreement with the Commission.
- F) A Provider is responsible for insuring that its system is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the County shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but have no authority, pursuant to federal law, to enforce compliance with such standards.

6. Fees For Operation of Cable Service and Competitive Video Service

- A) **Application Fee.** Any Provider seeking an Agreement for the first time, shall pay a non-refundable application fee in the amount of five thousand dollars (\$5,000.00) by cashier's check, certified check or money order payable to the Commission.
- B) As compensation for rights granted under this Resolution, Providers shall pay to the Commission a fee of five percent (5%) of the Provider's Gross Revenues subject to the terms of its Agreement.
- C) The Provider shall file with the Commission on such form as prescribed by the Commission within thirty (30) days after the end of each monthly period a report of the Gross Revenues in the Service Area during the preceding monthly period, and shall, at the same time, pay to the Commission a sum equal to five percent (5%) of the Gross Revenues for the said monthly period. In the event that any payment is not made on such date, interest on such payment shall apply from such date at the rate of twelve percent (12%) per annum. If the Provider's Agreement should be terminated or forfeited prior to the end of any monthly period, the Provider shall submit to the Commission within twenty (20) days of such termination or forfeiture the report and payment required by this Subsection.
- D) The Commission shall have the right to audit and to recompute any amounts determined to be payable in satisfaction of the fees set forth in this Section. Any additional amount due the Commission as a result of the audit shall be paid by Provider within thirty (30) days after the Provider receives a written notice from the Commission. The notice which the Commission sends to Provider shall include a copy of the audit report.
- E) In the event that payment of any fee set forth in this Section, which has been recomputed pursuant to Subsection (C) above is not made on or before the expiration of thirty (30) days following written notice by the Commission, Provider shall be charged and shall pay, in addition to the amount due, interest on the amount due in accordance with Section 6 (C) above.
- F) Any fee payable by a Provider shall be reduced dollar for dollar by any telecommunications, messages or similar taxes levied by the Commission on the Provider or its customers with respect to the Services and paid by or through the Provider to the Commission.

7. Right-of-Way Provisions

Providers operating Cable Systems and Competitive Video Service Providers providing Competitive Video Service in the unincorporated areas of Baldwin County shall abide by any applicable Right-of-Way construction standards as established, from time to time, by the Commission and/or the County Engineer.

8. Franchise To Operate Systems in the Unincorporated Areas of the County

- A) No Person shall offer to subscribers a Cable Service or Competitive Video Service within the service area except pursuant to this Resolution. A Provider, however, that has not elected under Section 4 to enter into an Agreement under Section 3 may continue to provide Service under its existing Agreement until the expiration of such agreement.
- B) All Agreements granted pursuant to this Resolution shall be nonexclusive. The Commission reserves the right to issue as many Agreements as it deems advisable in the public interest.
- C) The Agreements shall take effect and will be in force from and after the earliest period allowed by law, and upon the filing by the Provider with the Commission of its acceptance, in writing, of each and all of the terms and provisions of the Agreement; provided, however, if the Provider shall fail to file such written acceptance within thirty days after the adoption of the agreement by the Commission, then the Agreement shall be null and void.
- D) If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, or in conflict with rules and regulations of the Federal Communications Commission, then such portion shall be deemed a separate, distinct and independent provision of this Resolution, and such holding shall not affect the validity of the remaining portions thereof.
- E) Any Agreement executed pursuant to this Resolution may be revoked after a full due process hearing by a simple majority vote of the Commission for violation of a material provision of this Resolution, after giving the Provider ninety (90) days notice in writing of intention to revoke such agreement, unless such violation is corrected during the period of notice.
- F) The term of each Agreement shall be five years from effective date.
- G) All renewals shall be in accordance with federal and other Applicable Law.

9. Service Rates to Subscribers; Customer Service

- A) The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.**
- B) An up-to-date written copy of all the Provider's rates, rules, regulations and policies having to do with subscriber service must be made available to subscribers at the time of connection or reconnection to the Service or at any time upon request, and provided to the County upon request. Such information may be made available to subscribers on the Provider's Web site.**
- C) Providers shall comply with the FCC's customer service standards, as amended.**

10. Scope

- A) This Resolution authorizes the use of the Public Right-of-Way for the provision of Cable Service and Competitive Video Service in the Service Area, but it does not take the place of any construction permit that may be required. The County Engineer shall be deemed to have given approval to any permit application if Provider does not receive any response within forty-five (45) days of the permit application submission date.**
- B) It shall be the responsibility of the Provider to obtain any and all such permits under any other present or future provision of law that is applicable generally to Providers.**

Failure of the Provider to obtain and conform to the material provisions of any and all such franchises, licenses, or permits, and to make prescribed payments if required as a condition of their issuance, shall be considered a violation of this Resolution and the Provider's Agreement.

- C) Neither the Franchising Authority nor the Provider shall be held in default under, or in noncompliance with, the provisions of this Resolution, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Franchising Authority or Provider to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Provider's System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.**

Furthermore, the parties hereby agree that it is not the Commission's intention to subject a Provider to penalties, forfeitures or revocation of its Agreement for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and

hardship to the Provider which outweigh the benefit to be derived by the County and/or Subscribers.

- D) Both parties hereby reserve any constitutional or legal right which either party may have or may subsequently be determined to have, either by subsequent legislation or court decisions. Both parties acknowledge that each party reserves all of their respective rights under applicable Federal and State Constitutions and laws. Provider agrees to comply with any lawful action or applicable requirements of the Commission in the exercise of such rights and powers which either have been or shall be enacted or established subsequent to the granting of an Agreement.

11. Public and Community Benefits

- A) A Provider shall designate a sufficient amount of digital or video-on-demand ("VOD") capacity on its network to allow for the provision of a comparable number of one (1) public, channel for educational and, or governmental ("PEG") use, channel(s), or hours of programming, at the Commission's discretion, as further specified in any Agreement.
- B) Any programming made available under this Section shall be solely for noncommercial public, educational and governmental purposes and the content, production, and delivery of which shall be the sole responsibility of the Commission. Provider's only obligation shall be the provision of one (1) digital channel or VOD capacity.
- C) Upon written request by the Commission, a Provider agrees to discuss in good faith the interconnection of PEG channel(s) with an adjacent Cable System or Competitive Video Service System. .
- D) A Provider shall comply with the FCC's Emergency Alert System (EAS) requirements, as amended, throughout the term of its Agreement.

12. Service to Public Schools and Public Buildings

Providers offering Service must, upon written request by the Commission, provide one free installation and free monthly Basic Cable Service to one outlet to each public elementary and secondary school, government administrative building, fire station, police station, and public library building that is passed by Providers' Cable System or Competitive Video Service System and is within 125 feet of Provider's distribution plant. Each such Provider shall have the responsibility to offer one free installation and one free monthly Basic Cable Service to such buildings.

13. Indemnification

A Provider shall indemnify, save harmless, and defend the Commission and all contractors, officers, and employees thereof from and against all claims, demands, causes of action, copyright action, liability, judgments, costs and expenses or losses for injury or death to persons or damage to property owned by, and Worker's Compensation claims against any parties indemnified herein, arising out of, caused by, or as a result of the Provider's construction, lines, cable, erection, maintenance, use or presence of, or removal of any poles, wires, conduit, appurtenances thereto, or equipment or attachments thereto.

14. Insurance

A Provider shall comply with the insurance requirements as provided for in its Franchise Agreement.

15. Assignment

- A) A Provider may not assign or transfer its Agreement or any interest therein, without the prior written consent of the Commission, which consent shall not be unreasonably withheld.
- B) A change in the actual working control of the Provider shall be considered a "transfer" and shall not take place without the prior written consent of the Commission.
- C) Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of the Provider in the Agreement or the system in order to secure indebtedness.
- D) Any request for consent to a transfer of its Agreement or change in control of the Provider shall be handled by the Commission in accordance with Applicable Law.
- E) In the event of a transfer of an Agreement, the transferee or assignee must agree, in writing, to be bound by the terms of the Agreement subject to Applicable Law.

16. Effective Date.


This Resolution shall take effect on May 3, 2011.

17. Rescission; Effect on Existing Agreements

Resolution #98-56 and Resolution #2006-33 are hereby rescinded; provided, however, that neither this Resolution nor the adoption thereof shall limit, alter or otherwise affect in any manner any agreement or franchise executed prior to the adoption of this Resolution. It is the

intent of the Commission that any and all Franchises or Agreements that existed prior to the adoption of this Resolution shall remain valid and enforceable in accordance with their terms.

By:


FRANK BURT, JR., Chairman
Baldwin County Commission

ATTEST:


DAVID A. Z. BREWER, Interim and Acting County Administrator
Baldwin County Commission





Travelers Casualty and Surety Company of America
Hartford, CT 06183

License No. _____

RIDER

To be attached to and form part of Bond No. .

Issued on behalf of CABLE OPTIONS, INC. & NATIONAL CABLE NETWORK, INC. as Principal, and in favor of
BALDWIN COUNTY COMMISSION as Obligee.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

☐ 2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

☒ 3. The Surety hereby gives its consent to change the Bond Limit :

from: \$50,000.00

to: \$7,000.00

This rider shall become effective as of December 12, 2015

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated December 03, 2015.

Travelers Casualty and Surety Company of America

By: Susan Skrmetta
Susan Skrmetta
Attorney-in-Fact

Accepted: BALDWIN COUNTY COMMISSION
Obligee

or CABLE OPTIONS, INC. & NATIONAL CABLE NETWORK, INC.
Principal

By: _____

By: Gallie B. Smith

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229316

Certificate No. 006566011

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough, Dewey Brashier, Belinda Tubbs, Susan Skrmelta of Biloxi, Mississippi, David Robin Fortenberry, Richard Teh Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., Sharon Tuten, and Cody Chew

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of November, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 2nd day of November, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

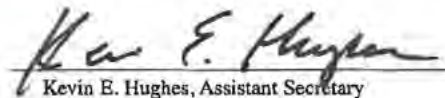
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of December, 2015.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CABLE-1

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2016

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 Robertson Insurance Agency Inc 101 N Section St P O Box 1048 Fairhope, AL 36533 Robertson Insurance Agency Inc	CONTACT NAME Robertson Insurance Agency Inc	
	PHONE (A/C, No, Ext) 251-928-2163	FAX (A/C, No) 251-928-2182
INSURED Cable Options, Inc. Att: J. Alex Bowab P. O. Box 1404 Fairhope, AL 36533	E-MAIL ADDRESS jmoore.rober27@insuremail.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A Employers Mutual Casualty Co	
	INSURER B	
	INSURER C	
	INSURER D	
INSURER E		
INSURER F		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACC DENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

ALLOTHE BALDWIN COUNTY 312 COURTHOUSE SQUARE 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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Janice S Hawkins
10 Canebrake Blvd, Ste 210
FLOWOOD, MS 39232

Phone: (601) 936-8225
Fax: (601) 936-8240
Email: JSHAWKIN@travelers.com

Date: January 05, 2018

To: MILLSAPS & ASSOC INC (0HH169)
519 AZALEA ROAD
MOBILE, AL 36609-1501

RECEIVED
FEB 09 2018
BY: NR

RE: Request to Change Producer

Account: CABLE OPTIONS, INC. & NATIONAL CABLE NETWORK, INC.
Effective Date of Change: December 12, 2017
Policy/Bond Number: [REDACTED]

We have received this account's request to recognize your agency as the Producer of Record. We have notified the existing agency of the account's request and have suspended processing of this change for five (5) business days from the date of that letter. *If this letter has been mailed rather than faxed or emailed, we will allow an additional three (3) business days for mailing time.*

If we receive a countermanding letter within five (5) working days from the date of this letter, we will not be able to honor the change of producer originally requested.

If we do not receive a countermanding letter, the policy/bond for the referenced account will remain in force, reflecting your agency as producer of record effective the date of change. Prior to processing the change of producer, we will issue any pending transactions requested by the original agency. These premium and commission transactions remain the responsibility of the original agency, regardless of the billing date.

Once you are the producer of record:

- You will receive credit for all premium transactions requested by your agency after the date of change.
- You are entitled to commission on all premium booked through your agency and subsequently paid.
- Return premium and commission on transactions processed through your agency are your responsibility, even though your agency may not have received commission for this premium.
- You will be charged with any losses which occur on/after the change, including subsequent changes in reserves. Losses occurring prior to the date of change (and subsequent changes in reserves), regardless of report date, remain charged to the original agency.

If you have any questions, please contact me at the number listed above.

Sincerely,

Janice S Hawkins



AGENT/BROKER OF RECORD CHANGE


DATE (MM/DD/YYYY)
12/29/2017

NEW AGENCY	PHONE (A/C, No. Ext): (251)344-0427	INSURANCE COMPANY NAME
	FAX (A/C, No): (251)380-0002	Travelers Casualty & Surety Company of America
Millsaps & Associates, Inc		Hartford, CT 06183
519 Azalea Road		
Mobile, AL 36609		
E-MAIL ADDRESS: kaleigh@millsapsinsurance.com		
CODE:	SUBCODE:	CURRENT AGENCY
AGENCY CUSTOMER ID: 00017350		CURRENT PRODUCER

NAMED INSURED (AS IT APPEARS ON POLICY)	POLICY NUMBER(S)	EFFECTIVE DATE	EXPIRATION DATE	LINE OF BUSINESS
Cable Options, Inc.		12/12/2017	12/12/2018	Cable Franchise Bond

Please be advised that we wish to name Millsaps & Associates, Inc PRODUCER
as our exclusive representative effective 12/12/2017 DATE
for the lines of business shown above, currently in force or submitted
by application.

This authorization replaces any other authorization that may have been
previously completed for any other insurance representative for the
stated lines of business.

 12/29/2017 DATE
INSURED'S SIGNATURE
TITLE (IF APPLICABLE)
CABLE OPTIONS
COMPANY NAME (IF APPLICABLE)
PO BOX 1404
STREET ADDRESS OF INSURED
LOXLEY AL 36551
CITY OF INSURED STATE OF INSURED ZIP CODE OF INSURED



VERIFICATION CERTIFICATE

License No. _____

Bond No.: [REDACTED] _____

Current Billing Term From December 12, 2018 to December 12, 2019

THIS IS TO CERTIFY that the above referenced Bond,
issued by Travelers Casualty and Surety Company of America,
dated December 12, 2005, in the amount of Seven Thousand (\$7,000.00) on behalf of
CABLE OPTIONS, INC. & NATIONAL CABLE NETWORK, INC. (as Principal),
and in favor of BALDWIN COUNTY COMMISSION (as Obligee),
remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated October 10, 2018

Travelers Casualty and Surety Company of America



By: Kaleigh E Dickson
KALEIGH E DICKSON Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. [REDACTED]

Principal: **CABLE OPTIONS, INC. & NATIONAL CABLE NETWORK, INC.**
2911 SHORTCUT RD PASCAGOULA, MS 39568

Obligee: **BALDWIN COUNTY COMMISSION**
ADMINISTRATION DEPARTMENT 312 COURTHOUSE
SQUARE, STE 12 BAY MINETTE, AL 36507

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KALEIGH E DICKSON**, of the City of **MOBILE**, State of **AL**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **7th** day of **July**, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **7th** day of **July**, 2016, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

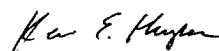
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of October, 2018.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.

Victoria Key

Subject: FW: franchise - cable options

From: alexbowab@yahoo.com <alexbowab@yahoo.com>

Sent: Thursday, August 20, 2020 2:46 PM

To: Ronald Cink <RCink@baldwincountyal.gov>

Subject: Re: franchise

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

Yes we would of course want to renew for another term. There is one change:

Cable Options was/is a Subchapter S corporation, held by me (50%) and John E Riley (50%).

Riley is deceased, and his estate recently transferred its interest to Robert M. Kleban of Gulf Shores.

Cable Options is still the franchisee - and I don't recall whether the terms of the franchise require any action concerning this change of shareholdings.

Let me know what information you require, and of course I'll gladly provide it.

Hope all is well with you!

Alex



Alabama Secretary of State



Cable Options, Inc.	
Entity ID Number	126 - 304
Entity Type	Domestic Corporation
Principal Address	BESSEMER, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	9-16-1988
Registered Agent Name	GARNER, ROBERT M
Registered Office Street Address	1722 SECOND AVE NORTH BESSEMER, AL 35020
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	\$5,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	GARNER, ROBERT M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	9-16-1988 Certificate of Formation 8 pgs.

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Baldwin County Commission

Agenda Action Form

File #: 21-0015, Version: 1

Item #: DF1

Meeting Type: BCC Regular Meeting
Meeting Date: 10/6/2020
Item Status: New
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE

Amendment to the Baldwin County Building Department Fee Schedule

STAFF RECOMMENDATION

Adopt Resolution #2020-120, which amends Resolution #2012-042, amending the previously adopted Baldwin County Building Department Fee Schedule. The new fee schedule will be enforced beginning November 2, 2020.

BACKGROUND INFORMATION

Previous Commission action/date:
06/05/2012, 09/14/2020, 09/22/2020

Background:

The existing Baldwin County Building Department Fee Schedule was originally adopted by the Commission on November 21, 2006 and was last amended on June 5, 2012 by Resolution #2012-042.

A public hearing was initially scheduled for the September 15, 2020, Regular Commission Meeting. During the September 14, 2020, Emergency Special Meeting, the public hearing was postponed until the September 22, 2020, Regular Commission Meeting. During the September 22, 2020 meeting, the public hearing was tabled until the October 6, 2020, Regular Commission Meeting.

A public hearing will be held on October 6, 2020 during the regular scheduled Commission meeting.

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: Reviewed by Brad Hicks, County Attorney, 09/08/2020

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Proof of publication affidavit attached.

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: Chairman to sign Resolution #2020-120; Administration staff to send copy of signed Resolution #2020-120 to Mindy Smith who will notify all Building Department offices of adoption and distribute newly adopted fee schedule.

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 #2020-120
OF THE
BALDWIN COUNTY COMMISSION

AMENDING RESOLUTION # 2012-042 OF THE BALDWIN COUNTY COMMISSION (ADOPTED JUNE 5, 2012, REGULAR MEETING), RELATING TO BUILDING LAWS AND CODES IN BALDWIN COUNTY TO SPECIFICALLY AMEND THE BALDWIN COUNTY BUILDING DEPARTMENT FEE SCHEDULE.

WHEREAS, on June 5, 2012, the Baldwin County Commission adopted Resolution #2012-042 which authorized the amendment of the Baldwin County Building Department Fee Schedule;

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 amendment of said building laws and codes;

WHEREAS, applying the 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 October 6, 2020, as relates to the amendment of the building laws and codes; and

WHEREAS, this instrument authorizes only the amendment of the Baldwin County Building Department Fee Schedule and does not affect any other of the remaining portions of the building laws and codes contained within Resolution #2012-042; 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 the health, safety and welfare of the general public, we hereby adopt, effective November 2, 2020, the amendment to the Baldwin County Building Department Fee Schedule attached as *Exhibit "A"*.

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 Baldwin County Building Department Fee Schedule adopted by *Resolution #2012-042*, shall be amended as set forth herein commencing November 2, 2020.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 6th

day of October 2020.

Commissioner Billie Jo Underwood, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT

FEE SCHEDULE



PUBLISHED IN ALL GULF COAST NEWSPAPERS:

August 12, August 19, August 26, & September 2, 2020

PUBLIC HEARING:

October 6, 2020

ORIGINALLY ADOPTED BY THE BALDWIN COUNTY COMMISSION:

November 21, 2006

AMENDED BY THE BALDWIN COUNTY COMMISSION:

July 3, 2007

EFFECTIVE & ENFORCED:

September 1, 2007

AMENDED BY THE BALDWIN COUNTY COMMISSION:

January 17, 2012

EFFECTIVE & ENFORCED:

January 17, 2012

AMENDED BY THE BALDWIN COUNTY COMMISSION:

June 5, 2012

AMENDED BY STATE OF ALABAMA – ACT 2015-308

October 1, 2015

AMENDED BY THE BALDWIN COUNTY COMMISSION:

October 6, 2020

EFFECTIVE & ENFORCED:

November 2, 2020

RESIDENTIAL PERMIT FEES

One- and Two-Family Dwellings, Duplexes, and Townhouses

NEW CONSTRUCTION OR ADDITIONS

- Building plan review fees will be \$75.00.
- Building permit fees will be \$3.00 per \$1,000.00 of valuation (minimum of \$55.00). The valuation is calculated at \$75.00 per SF of heated area plus \$30.00 per SF of unheated area (garages, porches, decks, etc.).
- Electrical, mechanical, and plumbing permit fees will be \$110.00 each for new construction and for additions 1000 SF or larger.
- Electrical, mechanical, and plumbing permit fees will be \$55.00 each for additions less than 1000 SF.
- Electrical fees will be \$25.00 for temporary service.
- Gas permit fees will be \$35.00.

ALTERATIONS OR REPAIRS

- Building plan review fees will be \$30.00.
- Building permit fees will be \$3.00 per \$1,000.00 of valuation (minimum of \$55.00). The valuation is based on contract amount (cost of labor and materials).
- Electrical, mechanical, and plumbing permit fees will be \$55.00 each.
- Electrical permit fees will be \$25.00 for temporary service.
- Gas permit fees will be \$35.00.

RE-ROOFING

- Re-roofing permit fees will be \$55.00.

DEMOLITIONS

- Demolition permit fees will be \$75.00.

ACCESSORY STRUCTURES

- Building plan review fees will be \$30.00.
- Building permit fees will be \$3.00 per \$1,000.00 of valuation (minimum of \$55.00). For enclosed structures (storage buildings, sheds, etc.), the valuation is calculated at \$21.00 per SF. For open-sided structures (pole barns, carports, etc.), the valuation is calculated at \$10.00 per SF.
- Electrical permit fees will be \$55.00.
- Gas permit fees will be \$35.00.

SWIMMING POOLS

- Plan review fee will be \$30.00.
- Swimming pool permit fees will be \$100.00.
- Electrical permit fees will be \$55.00.
- Gas permit fees will be \$35.00.

DUNE WALKOVER PERMIT FEES

- Plan review fee will be \$30.00.
- Dune walkover permit fees will be \$55.00.

MARINE ACCESSORIES (Piers, Docks, Boat Houses, Etc.)

- For structures located within a FEMA Special Flood Hazard Area (SFHA), a permit to develop in a special flood hazard area is required. This floodplain development fee will be \$75.00.
- Electrical permit fees will be \$55.00.

MULTI-FAMILY PERMIT FEES

Three or More Dwelling Units

NEW CONSTRUCTION OR ADDITIONS

- Building plan review fees will be \$75.00.
- Building permit fees will be \$5.00 per \$1,000.00 of valuation (minimum of \$55.00). The valuation is calculated at \$75.00 per SF of heated area plus \$30.00 per SF of unheated area (garages, porches, decks, etc.).
- Electrical, mechanical, and plumbing permit fees will each be \$110.00 per unit for new construction and additions 1000 SF or larger.
- Electrical, mechanical, and plumbing permit fees will each be \$55 per unit for additions less than 1000 SF.
- Electrical permit fees will be \$25.00 for temporary service.
- Gas permit fees will be \$35.00 per unit.

ALTERATIONS OR REPAIRS

- Building plan review fees will be \$30.00.
- Building permit fees will be \$5.00 per \$1,000.00 of valuation (minimum of \$55.00). The valuation is based on contract amount (cost of labor and materials).
- Electrical, mechanical, and plumbing permit fees will each be \$55.00 per unit. Electrical permit fees will be \$25.00 for temporary service.
- Mechanical permit fees will be \$55.00 per unit.
- Plumbing permit fees will be \$55.00 per unit.
- Gas permit fees will be \$35.00 per unit.

RE-ROOFING

- Re-roofing permit fees will be \$55.00 per unit.

DEMOLITIONS

- Demolition permit fees will be \$75.00 per unit.

ACCESSORY STRUCTURES

- Building plan review fees will be \$30.00.
- Building permit fees will be \$5.00 per \$1,000.00 of valuation (minimum of \$55.00). For enclosed structures (storage buildings, sheds, etc.), the valuation is calculated at \$21.00 per SF. For open-sided structures (pole barns, carports, etc.), the valuation is calculated at \$10.00 per SF.
- Electrical permit fees will be \$55.00.
- Gas permit fees will be \$35.00.

SWIMMING POOLS

- Plan review fee will be \$30.00.
- Swimming pool permit fees will be \$100.00.
- Electrical permit fees will be \$55.00.
- Gas permit fees will be \$35.00.

DUNE WALKOVERS

- Plan review fee will be \$30.00. Dune walkover permit fees will be \$55.00.

MARINE ACCESSORIES (Piers, Docks, Boat Houses, Etc.)

- For structures located within FEMA Special Flood Hazard Area (SFHA), a permit to develop in a special flood hazard area is required. This floodplain development fee will be \$75.00.
- Electrical permit fees will be \$55.00.

COMMERCIAL PERMIT FEES

ICC Building Valuation	Building Plan Review Fees
\$0.00 - \$500,000.00	\$500.00 <u>or</u> 50% of the building permit fee (whichever is less)
\$500,000.01 - \$5,000,000.00	\$500.00 <u>plus</u> \$0.50 per \$1,000.00 of valuation for each \$1,000.00 in excess of \$500,000.00
Over \$5,000,000.00	\$2,750.00 <u>plus</u> \$0.40 per \$1,000.00 of valuation for each \$1,000.00 in excess of \$5,000,000.00

NEW CONSTRUCTION OR ADDITIONS

- Building plan review fees in chart above will apply.
- Building permit fees will be \$5.00 per \$1,000.00 of valuation (minimum of \$55.00) plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The valuation is based on the International Code Council (ICC) Building Valuation Data plus or minus any applicable multiplier deemed necessary by the Building Official.
- Electrical, mechanical, and plumbing permit fees will each be \$1.00 per \$1,000.00 of the original building valuation (minimum fee of \$110.00).
- Electrical permit fees will be \$25.00 for temporary service.
- Gas permit fees will be \$35.00.

ALTERATIONS OR REPAIRS

- Building plan review fees in chart above will apply.
- Building permit fees will be \$5.00 per \$1,000.00 of valuation (minimum of \$55.00) plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The valuation is based on contract amount (cost of labor and materials).
- Electrical, mechanical, and plumbing permit fees related to an existing building permit will each be \$1.00 per \$1,000.00 of valuation of the building permit fee (minimum of \$75.00).
- Electrical, mechanical, and plumbing permit fees not related to an existing building permit will each be \$1.00 per \$1,000.00 of contract amount (cost of labor and materials) (minimum of \$75.00).
- Electrical permit fees will be \$25.00 for temporary service.
- Gas permit fees will be \$35.00.

RE-ROOFING

- Re-roofing permit fees will be \$150.00 plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208).

DEMOLITIONS

- Demolition permit fees will be \$150.00 plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208).

ACCESSORY STRUCTURES

- Building plan review fees in chart above will apply.
- Building permit fees will be \$5.00 per \$1,000.00 of valuation (minimum of \$55.00) plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The valuation is based on the International Code Council (ICC) Building Valuation Data.
- Electrical permit fees will be \$55.00.
- Gas permit fees will be \$35.00.

SWIMMING POOLS

- Plan review fee will be \$30.00.
- Swimming pool permit fees will be \$100.00 plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The Construction Industry Craft Training Fee only applies if the contract amount is \$5,000.00 or greater.
- Electrical permit fees will be \$55.00.
- Gas permit fees will be \$35.00.

DUNE WALKOVERS

- Plan review fee will be \$30.00.
- Dune walkover permit fees will be \$55.00 plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208).

MARINE ACCESSORIES (Piers, Docks, Boat Houses, Etc.)

- For structures located within a FEMA Special Flood Hazard Area (SFHA), a permit to develop in a special flood hazard area is required. This floodplain development fee will be \$75.00.
- Electrical permit fees will be \$55.00.

JOB SITE TRAILER, TEMPORARY SALES OFFICE, ETC.

- Building permit fees will be \$75.00 plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208).

BILLBOARDS & SIGNS

- Billboard and sign permit fees will be \$5.00 per \$1,000.00 of valuation (minimum of \$55.00) plus an additional \$1.00 per \$1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The valuation is based on the contract amount (cost of labor and materials). The Construction Industry Craft Training Fee only applies if the contract amount is \$5,000.00 or greater.
- Electrical permit fees will be \$55.00.

COMMUNICATION TOWER PERMIT FEES

Contract Amount	Building Plan Review Fees
\$0.00 - \$500,000.00	\$500.00 <u>or</u> 50% of the building permit fee (whichever is less)
\$500,000.01 - \$5,000,000.00	\$500.00 <u>plus</u> \$0.50 per \$1,000.00 of valuation for each \$1,000.00 in excess of \$500,000.00
Over \$5,000,000.00	\$2,750.00 <u>plus</u> \$0.40 per \$1,000.00 of valuation for each \$1,000.00 in excess of \$5,000,000.00

- Building permit fees for each new tower structure will be \$5,000.00.
- Building permit fees for each co-locate on an existing tower will be \$5.00 per \$1,000.00 of valuation (minimum of \$55.00). The valuation is based on contract amount (cost of labor and materials).
- Electrical permit fees for a new tower structure will be \$250.00.

FOUNDATION PERMIT FEES

- Permanent foundation/moving structures permit fees will be \$200.00.

MODULAR HOME PERMIT FEES

- Modular home permit fees will be \$200.00.
- Electrical, mechanical, and plumbing permit fees will be \$55.00 each.
- Gas permit fees will be \$35.00.

MOBILE HOME PERMIT FEES

- Mobile home set-up permit fee will be \$35.00.
- Electrical permit fees will be \$35.00.

MOBILE HOME PARK PERMIT FEES

- Mobile home park permit fees will be \$15.00 per lot.
- Plumbing permit fees will be \$1.00 per \$1,000.00 of valuation of the building permit fee (minimum of \$110.00).

RECREATIONAL VEHICLE PARK PERMIT FEES

- Plan review fees will be \$250.00.
- Recreational vehicle park permit fees will be \$10.00 per lot.
- Electrical permit fees will be \$60.00 per meter.
- Plumbing permit fees will be \$20.00 per lot.

ADMINISTRATIVE FEES

- A data processing fee of \$15.00 will apply to each permit.
- A floodplain development permit fee of \$75.00 will apply to each permit for construction or development within any FEMA Special Flood Hazard Area (SFHA).
- A penalty fee equal to the cost of the permit fees will apply when work has started before obtaining a permit and when a Stop Work Order has been issued.
- There will be a re-inspection fee of \$45.00.

BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT

FEE SCHEDULE

PUBLISHED IN ALL GULF COAST NEWSPAPERS:

December 7, December 14, December 21, & December 28, 2011

PUBLIC HEARING:

December 29, 2011

ORIGINALLY ADOPTED BY THE BALDWIN COUNTY COMMISSION:

November 21, 2006

AMENDED BY THE BALDWIN COUNTY COMMISSION:

July 3, 2007

EFFECTIVE & ENFORCED:

September 1, 2007

AMENDED BY THE BALDWIN COUNTY COMMISSION:

January 17, 2012

EFFECTIVE & ENFORCED:

January 17, 2012

AMENDED BY THE BALDWIN COUNTY COMMISSION:

June 5, 2012

AMENDED BY STATE OF ALABAMA – ACT 2015-308

October 1, 2015

RESIDENTIAL BUILDING PERMIT FEES

Minimum permit fee for any issuance \$30.00

The valuation is figured at \$60.00 per sq. ft., heated area for an average house and \$25.00 per sq. ft., on garages, porches, decks, unheated areas, etc.

Building permits will be \$3.00 per each \$1,000.00 or fraction thereof, over \$1,000.00

Plan review fees will be \$30.00 for those homes in the unincorporated areas and within zoned districts, for those homes in a FEMA regulated flood zone the plan review fee will be 50% of the building permit fee.

RESIDENTIAL PLUMBING, ELECTRIC AND MECHANICAL PERMIT FEES

Plumbing permits will be \$110.00

Electrical permits will be \$110.00

Mechanical permits will be \$110.00

RESIDENTIAL RE-ROOFING FEE

\$50.00

COMMERCIAL BUILDING PERMIT FEES

Cost per sq. ft. of the building will be determined by SBCCI Building Valuation Data Sheet

Building permit fee will be calculated at \$5.00 per \$1,000.00 of value; an additional \$1.00 per \$1,000.00 of value applies to Non-Residential construction permits, per Act 2015-208 – October 2016

Each Mechanical, Electrical and Plumbing permits will be \$1.00 per \$1,000.00 of value and based on total original price of structure.

Commercial Plan Reviews

Valuation	Plan Review Fee
\$0-\$500,000	\$500.00 or 50% of the building permit fee (whichever is less)
\$500,000-\$5,000,000	\$500.00 plus \$.50 per \$1,000 of value for each \$1000 in excess of \$500,000
\$5,000,000 and up	\$2,750.00 plus \$.40 per \$1,000 of value for each \$1,000 in excess of \$5,000,000

COMMERCIAL TOWER PERMIT FEES

The building permit for each tower structure will be \$5,000.00; an additional \$1.00 per \$1,000.00 of value applies to Commercial Tower permit, per Act 2015-308 – October 2016

The permit fee for accessory structures will be \$6.00 per \$1,000.00 of the contract amount

The building permit fee for each co-locate on an existing tower will be \$6.00 per \$1,000.00 of the contract amount

The electrical permit for the tower will be \$250.00

BUILDING PERMIT FEES FOR MULTIFAMILY STRUCTURES (3 or more units)

Price per sq. ft., will be \$75.00 for heated areas and \$25.00 per sq. ft., for garages, porches, decks and unheated areas

Permit fee will be calculated at \$5.00 per \$1000.00 dollars of valuation

Each Electrical, Mechanical and Plumbing permits will be \$75.00 per unit

DEMOLITION PERMIT FEE

Residential permit fee will be \$75.00

Commercial permit fee will be \$150.00

MOBILE HOME PERMIT FEES

Mobile Home permit (inspection) will be \$35.00

Electrical permit will be \$35.00

Commercial (job site trailers) will be \$75.00

MODULAR HOMES PERMIT FEES

Inspection fee \$200.00

Electrical permit \$55.00

Plumbing permit \$55.00

Mechanical permit \$55.00

PERMANENT FOUNDATION, MOVING STRUCTRE PERMIT FEES

Inspection fee \$200.00

RENOVATION & REMODELING PERMIT FEES – RESIDENTIAL

The building permit fee will be \$3.00 per \$1,000.00 dollars of the contract amount including labor and materials

Each Electrical, Mechanical & Plumbing permits will be as follows:

\$55.00 for those structures over 400 sq. ft. heated and unheated areas

\$25.00 for those structures under 400 sq. ft. heated and unheated areas

RENOVATION & REMODELING PERMIT FEES – COMMERCIAL

The building permit fee will be \$6.00 per \$1,000.00 dollars of the contract amount including labor and material

Each Electrical, Mechanical and Plumbing permit fee will be \$1.00 per \$1,000.00 dollars of the contract amount

MOBILE HOME PARK PERMIT FEES

The permit & inspection fee will be \$15.00 per lot

RECREATIONAL VEHICLE PARK PERMIT FEES

The Plan Review fee will be \$250.00

The permit & inspection fee will be \$10.00 per lot

The Plumbing permit fee will be \$20.00 per lot

The Electrical permit fee will be \$60. 00 per meter

RE-INSPECTION FEE

Will be \$35.00

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/12/2020, 08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BCC/COASTAL AREA PROGRAM- MINDY

Acct#: 983389

Ad#: 314646

PUBLIC NOTICE

Amount of Ad: \$367.36

Legal File# PUBLIC NOTICE

PUBLIC NOTICE

The Baldwin County Commission will hold a Public Hearing on Tuesday, September 15, 2020 beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square, Bay Minette, Alabama.

The purpose of this hearing, in accordance with Sections 41-9-166, 11-19-1, et seq., and 34-14A-12 of the Code of Alabama, 1975 and other applicable laws, is to receive input on the proposed amendments to the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Structures and to the Baldwin County Building Department Fee Schedule.

On Tuesday, September 15, 2020, the Baldwin County Commission, in a regular meeting assembled beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square, Bay Minette, Alabama, will consider the adoption of Resolution #2020-119 which will authorize amendments to the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Structures and will also consider Resolution #2020-120 which will authorize amendment to the Baldwin County Building Department Fee Schedule.

Copies of the above items are available for public review at the Foley Satellite Courthouse, Building Department, 201 E. Section St., Foley, AL and at the Fairhope Satellite Courthouse, Building Department, 1100 Fairhope Ave., Fairhope, AL; Monday through Friday during normal business hours.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Ronald J. Cink, Budget Director, at 251-580-2550 or rcink@baldwincountyal.gov.

Public notice of this meeting of the Baldwin County Commission is in accordance to Section 11-3-8(a) of the Code of Alabama, 1975.

August 12-19-26;
September 2, 2020

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2012-042
OF THE
BALDWIN COUNTY COMMISSION**

**AMENDING RESOLUTION #2012-014 OF THE BALDWIN COUNTY
COMMISSION (ADOPTED AT THE JANUARY 17, 2012, REGULAR MEETING),
RELATING TO THE BUILDING LAWS AND CODES IN BALDWIN COUNTY TO
SPECIFICALLY REPEAL, AND DISCONTINUE, ONLY THE PROVISION OF SAID
BUILDING LAWS AND CODES PERTAINING TO THE ISSUANCE OF BUILDING
AND ELECTRICAL PERMITS FOR THE CONSTRUCTION OF PIERS,
BOATHOUSES AND BULKHEADS.**

WHEREAS, at this time, the Baldwin County Building Official brings before the Baldwin County Commission this instrument (Resolution #2012-042) which seeks to amend Resolution #2012-014 (adopted at the January 17, 2012, regular meeting) which authorized the adoption of the building laws and codes in Baldwin County to specifically repeal, and discontinue, the issuance of building and electrical permits for the construction of Piers, Boathouses and Bulkheads; 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 3, 2012, as relates to the discontinuance of building and electrical permits for the construction of Piers, Boathouses and Bulkheads; and

WHEREAS, this instrument authorizes only the discontinuance of building and electrical permits for the construction of Piers, Boathouses and Bulkheads and does not affect any other of the remaining portions of the building laws and codes contained within Resolution #2012-014 and, furthermore as related to the aforesaid discontinuance of building and electrical permits for the construction of Piers, Boathouses and Bulkheads, this instrument authorizes an amended Baldwin County Building Inspection Department Fee Schedule as attached as ***Exhibit "A;"*** now therefore

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that:

- 1) We hereby amend *Resolution #2012-014* thereby repealing with deletions delineated by being **STRUCK THROUGH** and inclusions delineated by being **DOUBLE UNDERLINED**, as follows:

"STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2012-014

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*; AND FURTHER, PROVIDING FOR A NEW AMENDED BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT FEE SCHEDULE RELATED TO SAID NEW BUILDING LAWS AND CODES.

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 December 29, 2011, as relates to the adoption of the new building laws and codes and amended Baldwin County Building Inspection Fee Schedule; 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, and amended Baldwin County Building Inspection Fee Schedule; 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 January 17, 2012, 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, 2012

International Gas Code, 2012

International Mechanical Code, 2012

International Plumbing Code, 2012

International Residential Code, 2012

International Energy Conservation Code, 2012

National Electric Code, 2011

Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2012

Local Wind Load Code – 3 second gust winds:

130 mph – South of I-10

120 mph – I-10 North to I-65

110 mph – I-65 North to County line

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 January 17, 2012, and as further amended effective June 5, 2012, the amended Baldwin County Building Inspection Department Fee Schedule as attached as *Exhibit "A"*.

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 January 17, 2012.

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 Baldwin County Building Department Inspection Fee Schedule as set forth in *Resolution #2007-143* of the Baldwin County Commission (adopted during the July 3, 2007, regular meeting), is hereby rescinded and repealed commencing January 17, 2012.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 17th day of January, 2012.

s/s

Commissioner Robert E. James, Chairman

ATTEST:

s/s

David A. Z. Brewer, County Administrator"

FURTHER, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, this instrument (Resolution #2012-042) shall become effective June 5, 2012.

DONE, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 5th day of June, 2012.



A blue ink signature of Robert E. James, written over a horizontal line.

ROBERT E. JAMES, Chairman

ATTEST:

A blue ink signature of David A. Z. Brewer, written over a horizontal line.

DAVID A. Z. BREWER, County Administrator

BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT

FEE SCHEDULE

PUBLISHED IN ALL GULF COAST NEWSPAPERS:

December 7, December 14, December 21, & December 28, 2011

PUBLIC HEARING:

December 29, 2011

ORIGINALLY ADOPTED BY THE BALDWIN COUNTY COMMISSION:

November 21, 2006

AMENDED BY THE BALDWIN COUNTY COMMISSION:

July 3, 2007

EFFECTIVE & ENFORCED:

September 1, 2007

AMENDED BY THE BALDWIN COUNTY COMMISSION:

January 17, 2012

EFFECTIVE & ENFORCED:

January 17, 2012

AMENDED BY THE BALDWIN COUNTY COMMISSION:

June 5, 2012

RESIDENTIAL BUILDING PERMIT FEES

Minimum permit fee for any issuance \$30.00

The valuation is figured at \$60.00 per sq. ft., heated area for an average house and \$25.00 per sq. ft., on garages, porches, decks, unheated areas, etc.

Building permits will be \$3.00 per each \$1,000.00 or fraction thereof, over \$1,000.00

Plan review fees will be \$30.00 for those homes in the unincorporated areas and within zoned districts, for those homes in a FEMA regulated flood zone the plan review fee will be 50% of the building permit fee.

RESIDENTIAL PLUMBING, ELECTRIC AND MECHANICAL PERMIT FEES

Plumbing permits will be \$110.00

Electrical permits will be \$110.00

Mechanical permits will be \$110.00

RESIDENTIAL RE-ROOFING FEE

\$50.00

COMMERCIAL BUILDING PERMIT FEES

Cost per sq. ft. of the building will be determined by SBCCI Building Valuation Data Sheet

Building permit fee will be calculated at \$5.00 per \$1,000.00 of value

Each Mechanical, Electrical and Plumbing permits will be \$1.00 per \$1,000.00 of value and based on total original price of structure.

Commercial Plan Reviews

Valuation	Plan Review Fee
\$0-\$500,000	\$500.00 or 50% of the building permit fee (whichever is less)
\$500,000-\$5,000,000	\$500.00 plus \$.50 per \$1,000 of value for each \$1000 in excess of \$500,000
\$5,000,000 and up	\$2,750.00 plus \$.40 per \$1,000 of value for each \$1,000 in excess of \$5,000,000

COMMERCIAL TOWER PERMIT FEES

The building permit for each tower structure will be \$5,000.00

The permit fee for accessory structures will be \$5.00 per \$1,000.00 of the contract amount

The building permit fee for each co-locate on an existing tower will be \$5.00 per \$1,000.00 of the contract amount

The electrical permit for the tower will be \$250.00

BUILDING PERMIT FEES FOR MULTIFAMILY STRUCTURES (3 or more units)

Price per sq. ft., will be \$75.00 for heated areas and \$25.00 per sq. ft., for garages, porches, decks and unheated areas

Permit fee will be calculated at \$5.00 per \$1000.00 dollars of valuation

Each Electrical, Mechanical and Plumbing permits will be \$75.00 per unit

DEMOLITION PERMIT FEE

Residential permit fee will be \$75.00

Commercial permit fee will be \$150.00

MOBILE HOME PERMIT FEES

Mobile Home permit (inspection) will be \$35.00

Electrical permit will be \$35.00

Commercial (job site trailers) will be \$75.00

MODULAR HOMES PERMIT FEES

Inspection fee \$200.00

Electrical permit \$55.00

Plumbing permit \$55.00

Mechanical permit \$55.00

PERMANENT FOUNDATION, MOVING STRUCTRE PERMIT FEES

Inspection fee \$200.00

RENOVATION & REMODELING PERMIT FEES – RESIDENTIAL

The building permit fee will be \$3.00 per \$1,000.00 dollars of the contract amount including labor and materials

Each Electrical, Mechanical & Plumbing permits will be as follows:

\$55.00 for those structures over 400 sq. ft. heated and unheated areas

\$25.00 for those structures under 400 sq. ft. heated and unheated areas

RENOVATION & REMODELING PERMIT FEES – COMMERCIAL

The building permit fee will be \$5.00 per \$1,000.00 dollars of the contract amount including labor and material

Each Electrical, Mechanical and Plumbing permit fee will be \$1.00 per \$1,000.00 dollars of the contract amount

~~PIERS, BULKHEADS, BOATHOUSES, DOCKS & DUNE WALKOVERS~~

~~— Inspection fee \$75.00~~

MOBILE HOME PARK PERMIT FEES

The permit & inspection fee will be \$15.00 per lot

RECREATIONAL VEHICLE PARK PERMIT FEES

The Plan Review fee will be \$250.00

The permit & inspection fee will be \$10.00 per lot

The Plumbing permit fee will be \$20.00 per lot

The Electrical permit fee will be \$60. 00 per meter

RE-INSPECTION FEE

Will be \$35.00



Baldwin County Commission

Agenda Action Form

File #: 21-0024, Version: 1

Item #: DF2

Meeting Type: BCC Regular Meeting
Meeting Date: 10/6/2020
Item Status: New
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE

Amendment to Previously Adopted 2018 International Building Code and the Baldwin County Supplemental Code for Residential Construction

STAFF RECOMMENDATION

Adopt Resolution #2020-119 with an effective date of October 6, 2020, which amends Resolution #2019-075 specifically amending Section 903.2.9 Group S-1 of the 2018 International Building Code and amending the Baldwin County Supplemental Code for Residential Construction.

BACKGROUND INFORMATION

Previous Commission action/date: 05/21/2019, 09/14/2020, 09/22/2020

Background: Baldwin County currently enforces the 2018 International Building Code and the Baldwin County Supplemental Code for Residential Construction which were adopted on 05/21/2019.

A public hearing was initially scheduled for the 09/15/2020 regular Commission Meeting. In the 09/14/2020 Special Called Emergency Meeting, the public hearing was postponed until the 09/22/2020 regular Commission Meeting. In the 09/22/2020 meeting, the public hearing was tabled until the 10/06/2020 regular Commission Meeting.

A public hearing will be held on October 6, 2020 during the regular scheduled Commission meeting.

FINANCIAL IMPACT

Total cost of recommendation: \$367.36 for advertising the public notice

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

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney, 09/08/2020

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Proof of publication affidavit attached.

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: Chairman to sign Resolution #2020-119; Administration staff to send copy of signed Resolution #2020-119 to Mindy Smith who will notify all Building Department offices of adoption and distribute amendments.

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 #2020-119
OF THE
BALDWIN COUNTY COMMISSION

AMENDING RESOLUTION # 2019-075 OF THE BALDWIN COUNTY COMMISSION (ADOPTED MAY 21, 2019, REGULAR MEETING), RELATING TO BUILDING LAWS AND CODES IN BALDWIN COUNTY TO SPECIFICALLY AMEND SECTION 903.2.9 GROUP S-1 OF THE INTERNATIONAL RESIDENTIAL CODE, 2018, AND TO AMEND THE BALDWIN COUNTY SUPPLEMENTAL CODE FOR RESIDENTIAL STRUCTURES.

WHEREAS, on May 21, 2019, the Baldwin County Commission adopted Resolution #2019-075 which set forth and adopted the building laws and code in Baldwin County;

WHEREAS, upon the advice rendered by the Building Official of Baldwin County, Alabama, this honorable county governing body, in the interest of the health, safety and welfare of the general public, desires to amend the building laws and codes applicable to Baldwin County, Alabama;

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, pertaining to the amendment of said building laws and codes;

WHEREAS, applying the 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 October 6, 2020, pertaining to the amendment of the building laws and codes; and

WHEREAS, this instrument amends only Section 903.2.9 Group S-1 of the International Residential Code, 2018, and the amendment of the Baldwin County Supplemental Code for Residential Structures, and does not affect any other of the remaining portions of the building laws and codes contained within Resolution #2019-075; 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 the health, safety and welfare of the general public, we hereby adopt, effective October 6, 2020, the amendment to Section 903.2.9 Group S-1 of the International Building Code, 2018 as attached as ***Exhibit "A"***.

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN

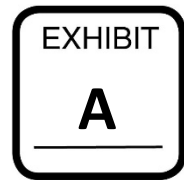
REGULAR SESSION ASSEMBLED, that, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, and in the interest of the health, safety and welfare of the general public, we hereby adopt, effective October 6, 2020, the amended Baldwin County Supplemental Code for Residential Structures as attached as ***Exhibit "B"***.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 6th day of October 2020.

Commissioner Billie Jo Underwood, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Amend the 2018 International Building Code as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

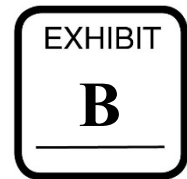
1. A Group S-1 fire area exceeds 12,000 square feet (1115 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).
5. ~~A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).~~

Add new text as follows:

903.2.9.3 Group S-1 upholstered furniture and mattresses. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the storage of upholstered furniture or mattresses that exceeds 2,500 square feet (232 m²).

Exception: Self-service storage facilities (mini-storage) no greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.

CODE ADOPTION BY THE BALDWIN COUNTY COMMISSION



International Building Code, 2018 (*Section 903.2.9 Group S-1 amended 10/6/2020*)
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 (*amended 10/6/2020*)
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 by Resolution # 2019-075 on May 21, 2019; Enforced May 21, 2019

Amended by Resolution #2020-119 on October 6, 2020; Enforced October 6, 2020

**BALDWIN COUNTY SUPPLEMENTAL CODE IN ADDITION TO
THE 2018 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. All new construction (including alterations) in the unincorporated areas of Baldwin County must have all structural components designed by an Alabama licensed design professional.

ROOF COVERINGS

ASPHALT SHINGLES – REQUIREMENTS

Wind Speed	Shingle Testing Standard/Classification
130 mph or greater	ASTM D7158 Class H <u>or</u> ASTM D3161 Class F

1. *All roof coverings and underlayment shall be removed* (exception #10 and #11 below) and any roof decking attached with staples or nailing pattern less than 6 inches OC edge and 6 inches OC intermediate shall be re-nailed with #8 ring shank nails to meet 6 inches OC edge and intermediate.
2. Asphalt shingles shall be installed according to the manufacturer's installation instructions for High Wind Areas with minimum 6 nails.
3. 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.
 - 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
4. **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.**
5. **Roof deck sheathing seams shall be taped with minimum 4-inch 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.

6. Metal roof covering shall be installed per manufacturer's installation instructions for High Wind Zone minimum fastening requirements: 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.
7. 1 x 4 or 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 minimum two deformed (spiral, ring shank) #16D nails into existing rafters at maximum of 24 inches OC.
8. 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.
9. Roof deck seams shall be taped with a minimum 4 inch Peel and Stick tape meeting ASTM D-1970 or entire roof deck covered and sealed with peel and stick underlayment meeting ASTM D-1970 or closed cell foam meeting ASTM D-1622 may be applied underneath to each side of framing member and sheathing seams to achieve a sealed roof deck.
10. Metal Galvalume Roof Cover will be allowed over one layer of shingles.
11. One layer of additional shingles will be allowed over one layer of existing 3-tab shingles.

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.***

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. All 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 compliance 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. A one (1) foot freeboard is required above the required FEMA flood designations.

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 2018 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
$\frac{1}{4}$ 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 hur = 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 at 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. **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.**
4. **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.**
5. 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.
6. 1x4 or 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.

7. 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.
8. Roof deck seams shall be taped with a minimum 4" Peel and Stick tape meeting ASTM D-1970 or entire Roof deck covered and sealed with peel & stick underlayment meeting ASTM D-1970 or closed cell foam meeting ASTM D-1622 may be applied underneath to each side of framing member and sheathing seams to achieve a sealed roof deck.
9. 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* (exception #10 and #11) 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. A re-roofing permit fee will be \$50.00.
10. Metal Gavalume Roof Cover will be allowed over one layer of Shingles.
11. One layer of additional shingles will be allowed over one layer of existing 3 tab shingles.

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-air-conditioned 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 incomppliance 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.
2. A one (1) foot freeboard is required above the required FEMA flood designation.

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/12/2020, 08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BCC/COASTAL AREA PROGRAM- MINDY

Acct#: 983389

Ad#: 314646

PUBLIC NOTICE

Amount of Ad: \$367.36

Legal File# PUBLIC NOTICE

PUBLIC NOTICE

The Baldwin County Commission will hold a Public Hearing on Tuesday, September 15, 2020 beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square, Bay Minette, Alabama.

The purpose of this hearing, in accordance with Sections 41-9-166, 11-19-1, et seq., and 34-14A-12 of the Code of Alabama, 1975 and other applicable laws, is to receive input on the proposed amendments to the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Structures and to the Baldwin County Building Department Fee Schedule.

On Tuesday, September 15, 2020, the Baldwin County Commission, in a regular meeting assembled beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square, Bay Minette, Alabama, will consider the adoption of Resolution #2020-119 which will authorize amendments to the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Structures and will also consider Resolution #2020-120 which will authorize amendment to the Baldwin County Building Department Fee Schedule.

Copies of the above items are available for public review at the Foley Satellite Courthouse, Building Department, 201 E. Section St., Foley, AL and at the Fairhope Satellite Courthouse, Building Department, 1100 Fairhope Ave., Fairhope, AL; Monday through Friday during normal business hours.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Ronald J. Cink, Budget Director, at 251-580-2550 or rcink@baldwincountyal.gov.

Public notice of this meeting of the Baldwin County Commission is in accordance to Section 11-3-8(a) of the Code of Alabama, 1975.

August 12-19-26;
September 2, 2020

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.

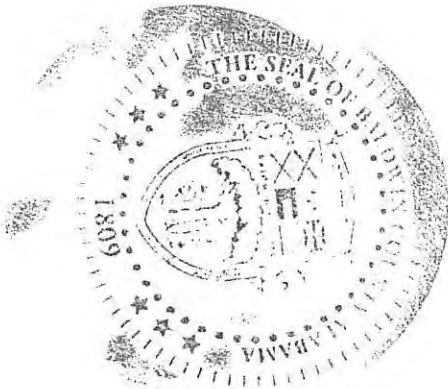
FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, the prior building laws and codes codified at *Resolution #2007-143* (adopted during the July 3, 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.

Charles E. Gruber
Commissioner Charles E. Gruber, Chairman

ATTEST:

Ronald J. Cal
Wayne A. Dyess, County Administrator
Ron Link, Budget Director





Baldwin County Commission

Agenda Action Form

File #: 21-0025, Version: 1

Item #: DR1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Vince Jackson, Development Review Planner

Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE

Amendments to the Text of the Baldwin County Subdivision Regulations

STAFF RECOMMENDATION

Adopt Resolution #2021-006 which:

- 1) Amends the Baldwin County Subdivision Regulations to read in their entirety as set forth in Exhibit "B" attached thereto; and
- 2) Provides that said amended Baldwin County Subdivision Regulations, as set forth in Exhibit "B" attached thereto; shall become effective immediately upon adoption on October 6, 2020; and
- 3) Provides that the Chairman of the Baldwin County Commission is hereby authorized to certify on behalf of the Baldwin County Commission to the Judge of Probate of Baldwin County, Alabama, said amended Baldwin County Subdivision Regulations.

BACKGROUND INFORMATION

Previous Commission action/date: August 6, 2019

Background: The Baldwin County Commission has previously approved and adopted Subdivision Regulations for unincorporated Baldwin County as authorized by applicable general or local law. The Subdivision Regulations were last amended by the Baldwin County Commission at its August 6, 2019, Regular Meeting pursuant to the adoption of Resolution #2019-127.

Highway Department staff has recently prepared a series of amendments to the text of the Baldwin County Subdivision Regulations. This agenda item is to consider these amendments and hold a public hearing, giving the public an opportunity to speak on the proposed changes. The primary purpose of the amendments is to establish standards and requirements for large lot subdivisions. Other items, throughout the regulations, are also addressed including sections pertaining to Jurisdictional Wetlands, Access to Adjacent Roads and Common Driveways.

The amendment procedures and advertising requirements are found at Section 12.1 of the Subdivision Regulations. Advertising has taken place as follows:

Any proposed amendment of these Subdivision Regulations shall be subject to a public hearing. Notice of said public hearing shall be published once a week for three consecutive weeks in a newspaper of general circulation in Baldwin County, with the first notice being published not less than eighteen (18) days prior to the date of the public hearing. In addition, a notice shall be published at least five days prior to the date of the public hearing in the regular section of the newspaper which shall be in the form of at least one quarter page advertisement.

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: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

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, Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administrative Staff will have documents signed and recorded. Planning and Zoning Department will update County website and publish revised copies of the Subdivision Regulations.

Additional instructions/notes: N/A

**STATE OF ALABAMA
COUNTY OF BALDWIN**

***RESOLUTION #2021-006
OF THE
BALDWIN COUNTY COMMISSION***

AMENDING THE BALDWIN COUNTY SUBDIVISION REGULATIONS

WHEREAS, for the purpose of providing for public health, safety and general welfare, and consistent with Section 11-24-1, et. Seq., Code of Alabama (1975) and Section 45-2-260.01 Code of Alabama (1975), without limitation, the Baldwin County Commission desires, at this time, to amend the Baldwin County Subdivision Regulations; and

WHEREAS, the regulation of subdivisions is a valid exercise of police power delegated by the Alabama Legislature to the Baldwin County Commission; and

WHEREAS, further in order to amend said Baldwin County Subdivision Regulations, the Baldwin County Commission complied with Article 12 of said Baldwin County Subdivision Regulations and Section 45-2-261, et. seq., Code of Alabama (1975); and

WHEREAS, the Baldwin County Commission held a public hearing at its October 6, 2020, regular meeting with the required public notice of said public hearing given in a newspaper of general circulation in the time prescribed in Article 12 of the Baldwin County Subdivision Regulations and Section 45-2-261, et. seq., Code of Alabama (1975) a copy of said public notice attached as Exhibit "A" hereto; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that to provide for the public health, safety and general welfare, and consistent with Section 11-24-1, et. seq., Code of Alabama (1975) and Section 45-2-261, et. seq., Code of Alabama (1975), without limitation, and, furthermore, in compliance with Article 12 of the current Baldwin County Subdivision Regulations, we hereby amend the Baldwin County Subdivision Regulations, and the Baldwin County Subdivision Regulations are hereby amended to read in their entirety as set forth in Exhibit "B" attached hereto.

FURTHER BE IT RESOLVED, that said amended Baldwin County Subdivision Regulations, as set forth in Exhibit "B" attached hereto, shall become immediately effective upon adoption on October 6, 2020.

FURTHER BE IT RESOLVED, that the Chairman of the Baldwin County Commission is hereby authorized to certify, on behalf of the Baldwin County Commission, to the Judge of Probate of Baldwin County, Alabama, said amended Baldwin County Subdivision Regulations.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this 6th day of October, 2020.

Commissioner Billie Jo Underwood, Chairman
Baldwin County Commission

ATTEST:

Wayne A. Dyess, County Administrator

NOTICE OF PUBLIC HEARING

AMENDMENTS TO BALDWIN COUNTY SUBDIVISION REGULATIONS

NOTICE IS HEREBY GIVEN that the Baldwin County Commission, during its October 6, 2020, regular meeting, will consider approving amendments to the Baldwin County Subdivision Regulations after a Public Hearing, pursuant to Article 12 of the Baldwin County Subdivision Regulations. The October 6, 2020, regular meeting of the Baldwin County Commission will be held in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama. The Baldwin County Commission meeting begins at 8:30 a.m. If you wish to be heard in opposition to or in favor of the proposed amendments during the Public Hearing, please be in attendance by 8:30 a.m.

The Baldwin County Commission will consider proposed amendments to the Baldwin County Subdivision Regulations. Copies of the proposed amendments are available for viewing at the following locations:

- 1. Baldwin County Highway Department, 3rd and 4th Floors, Baldwin County Central Annex II Building, 22070 State Highway 59, Robertsedale, Alabama;**
- 2. Baldwin County Commission Office, Baldwin County Administration Building, 322 Courthouse Square, Bay Minette, Alabama;**
- 3. Baldwin County Commission Office, Fairhope Satellite Courthouse, 1100 Fairhope Avenue, Fairhope, Alabama;**
- 4. Baldwin County Commission Office, Baldwin County Central Annex Building, 22251 Palmer Street, Robertsedale, Alabama;**
- 5. Baldwin County Commission Office, Foley Satellite Courthouse, 201 East Section Street, Foley, Alabama;**
- 6. Baldwin County Planning and Zoning Department, Foley Satellite Courthouse, 201 East Section Street, Foley, Alabama; and**
- 7. Baldwin County Courthouse, 312 Courthouse Square, Bay Minette, Alabama**

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Wayne Dyess, County Administrator, at (251) 580-2550 or wayne.dyess@baldwincountyal.gov.

If you have any questions, please contact the Baldwin County Planning and Zoning Department at (251) 580-1655.

**BALDWIN COUNTY
SUBDIVISION REGULATIONS**

BALDWIN COUNTY COMMISSION

~~August 6, 2019~~

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October 6, 2020

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**SUBDIVISION REGULATIONS
OF
BALDWIN COUNTY, ALABAMA**

Adopted by the Baldwin County Planning Commission: February, 1984
Amended by the Baldwin County Planning Commission: March, 1985
Amended by the Baldwin County Planning Commission: February, 1988
Amended by the Baldwin County Planning Commission: July, 1993
Amended by the Baldwin County Planning Commission: August, 1994
Ratified and Adopted by the Baldwin County Commission: July 2, 1996 Resolution No. 96-39
Amended by the Baldwin County Commission: May 6, 1997 Resolution No. 97-22
Amended by the Baldwin County Commission: April 6, 1999 Resolution No. 99-47
Amended by the Baldwin County Commission: Sept. 7, 2004 Resolution No. 2004-118
Amended by the Baldwin County Commission: October 5, 2004 Resolution No. 2005-04
Amended by the Baldwin County Commission: June 20, 2006 Resolution No. 2006-117
Amended by the Baldwin County Commission: December 4, 2007 Resolution No. 2008-37
Amended by the Baldwin County Commission: July 1, 2008 Resolution No. 2008-121
Amended by the Baldwin County Commission: October 16, 2012 Resolution No. 2013-004
Amended by the Baldwin County Commission: May 19, 2015 Resolution No. 2015-058
Amended by the Baldwin County Commission: May 15, 2018 Resolution No. 2018-076

Amended by the Baldwin County Commission:

August 6, 2019 Resolution No. 2019-127

Amended by the Baldwin County Commission:

October 6, 2020 Resolution No. 2021-006

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BALDWIN COUNTY COMMISSION

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

Baldwin County Planning and Zoning Commission

Mr. Robert "Sam" Davis, Chair
Hon. Billie Jo Underwood, Ex Officio Member
Mr. Robert Davis
Mr. Daniel Nance
Mr. Brandon Bias
Mr. Kevin Murphy
Mr. Jason Padget
Mrs. Bonnie Lowry

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Article 1. Purpose, Policy, Title and Interpretation

§ 1.1 Purpose

The purpose of these regulations is to establish procedures and standards for the development of subdivisions or proposed additions to existing subdivisions within the subdivision jurisdiction of Baldwin County, Alabama, in an effort to regulate the minimum size of lots, the planning and construction of all public streets, public roads, drainage structures, and to require the proper placement of public utilities.

§1.2 Policy

§ 1.2.1

It is hereby declared to be the policy of the Baldwin County Commission to consider subdivisions subject to the control of the Baldwin County Commission pursuant to the authority granted to the County by Alabama Law (See *Section 2.1 Authority*). The Baldwin County Commission has chosen to delegate the authority to approve subdivisions of property within the unincorporated areas of Baldwin County to the Baldwin County Planning and Zoning Commission. Pursuant to the powers granted by Alabama law, the authority to revise, adopt, rescind or amend these regulations shall remain exclusively with the Baldwin County Commission.

§ 1.2.2

Property on which no habitable improvements are intended to be constructed may be subdivided pursuant to these regulations without approval from the Baldwin County Health Department. Property on which habitable improvements are intended to be constructed shall not be subdivided until proper provision has been made for drainage, water, sewerage disposal and streets, and approval has been granted in accordance with the procedures prescribed in these regulations.

§ 1.2.3

Any owner of land, which lies within the area of jurisdiction of the Baldwin County Commission, who wishes to develop, subdivide or resubdivide such land into 2 or more lots, plats, sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or of building development shall submit to the Baldwin County Planning Director and County Health Department (if individual septic tanks are to be installed) for approval, a plat of the subdivision, which shall conform to the minimum requirements set forth in these regulations. In accordance with Alabama Code §11-24-2, the Baldwin County Engineer has designated the Baldwin County Planning Director to review, approve, or disapprove proposed subdivision plats, to issue notices and certifications, and to exercise the authority granted to the Baldwin County Engineer in Alabama Code §11-24-2.

§ 1.2.4

No subdivider shall proceed with any construction improvements or with the installation of utilities in a subdivision until such subdivision plat shall have been reviewed and granted Development Permit approval and approval by the Baldwin County Health Department (if individual septic tanks are to be installed), and a Subdivision Permit has been issued by the Baldwin County Engineer.

§ 1.2.5

No subdivider shall proceed with the sale or lease of lots or the erection of buildings, excluding required public improvements and utility structures, within a subdivision until such subdivision plat shall have

been granted Final Plat approval entered in writing on the plat and signed by the Baldwin County Engineer and the Baldwin County Planning Director and recorded in the Office of the Probate Judge of Baldwin County in accordance with the procedures prescribed in these regulations.

§ 1.3 Title

These regulations shall hereafter be known, cited and referred to as the Subdivision Regulations of Baldwin County, Alabama.

§ 1.4 Interpretation

In their interpretation and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

Article 2. Authority and Jurisdiction

§ 2.1 Authority

Baldwin County regulates subdivisions within unincorporated areas pursuant to both the grant of general authority to all Alabama Counties and the grant of specific authority directly to Baldwin County by the Alabama State Legislature. Those authorities are, without limitation, as follows:

1. 1973 Ala. Acts 1094, as amended
2. Ala. Code 1975 § 45-2-261.02, as amended
3. Ala. Code 1975 § 11-19-1 to 11-19-24, as amended
4. Ala. Code 1975 § 11-24-1 to 11-24-7, as amended
5. Ala. Code 1975 § 11-52-30, et seq., as amended

Further, the authority granted in Act No. 91-719, State of Alabama, 1991 as amended, is invoked and by the terms of that act the Baldwin County Commission does hereby designate the Baldwin County Planning and Zoning Commission to administer the provisions of these Regulations, except as otherwise provided or retained.

§ 2.2 Jurisdiction

From and after the date of adoption, these regulations shall govern each and every subdivision in all unincorporated areas of Baldwin County; provided, however, in the case of any subdivision over which a municipal planning commission properly exercises jurisdiction pursuant to an agreement with Baldwin County authorized by Alabama Code § 11-24-6, and/or pursuant to Alabama Code § 11-52-30, et seq., Baldwin County's regulation of such subdivisions shall be limited to review by the County Engineer or, in his absence, the acting county engineer, pursuant to Alabama Code §§ 11-52-30, et seq.

Article 3. Definitions

§ 3.1 Usage

For the purpose of these regulations, certain numbers, abbreviations, terms and words used herein shall be used, interpreted, and defined as set forth in this section. Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular number; the word "herein" means "in these regulations"; the word "regulations" means "these regulations".

A "person" includes a corporation, a partnership and an incorporated association of persons such as a club; "shall" and "must" are always mandatory; "should" and "may" are suggestive; a "building" includes a "structure" and includes any part thereof; "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

§ 3.2 Words and Terms Defined

Accessory structure. A subordinate structure detached from but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal structure.

ALDOT. The Alabama Department of Transportation.

Alley. A public right-of-way or private easement primarily designed to serve as a secondary access to the side or rear of properties whose principal frontage is on some other street.

Applicant. The owner or his designated representative of land proposed to be subdivided. Consent shall be required from the legal owner of the premises.

Area and dimensional regulations. Numerical standards established in these Regulations for a lot, yard, or building.

Arterial. (See *Baldwin County Design Standards for New Road Construction*).

Base flood. A flood having a one percent (1%) chance of being equaled or exceeded in any given year.

Base flood elevation. The elevation of surface water resulting from a flood that has a one percent (1%) chance of being equaled or exceeded in any given year.

Block. A tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways, or other boundary lines.

Buffer. Land which is maintained in either a natural or landscaped state and is used to screen and/or mitigate the impacts of development on surrounding areas, jurisdictional wetlands, properties, or rights-of-way.

Building. Any structure attached to the ground and intended for shelter, housing or enclosure for persons, animals, or chattels.

Building height. The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, and the mean height between eaves and ridge or top for gable, hip, mansard and gambrel roofs. In X-zones, as defined herein,

building height will be measured from the lowest finished floor elevation. In V-zones, as defined herein, building height will be measured from the bottom of the lowest supporting girder.

Building line. (See *Setback line*).

Building site. The land occupied or to be occupied by a structure and its accessory structures including open spaces, required yards and parking.

Cluster development. A site planning technique that concentrates buildings and structures in specific areas on a lot, site, or parcel to allow the remaining land to be used for recreation, open space, and/or preservation of features and/or structures with environmental, historical, cultural, or other significance. The techniques used to concentrate buildings may include, but shall not be limited to, reduction in lot areas, setback requirements, and/or bulk requirements, and with the resultant open space being devoted by deed restrictions for one or more reasons.

Coastal construction line (CCL). A line in coastal Alabama determined by the Alabama Coastal Area Management Plan (ACAMP) seaward of which no construction is permitted.

Coastal high hazard areas (V-zones). Areas that are subject to high velocity waters caused by, but not limited to, hurricane wave wash.

Common driveway. A private driveway located to provide a single access to multiple lots from a publicly maintained street.

County. Baldwin County, Alabama.

County Commission. The Baldwin County Commission.

County Engineer. The Engineer of Baldwin County, Alabama as designated by the Baldwin County Commission.

County specifications. All construction specifications which have been adopted by the County Commission or as required by the County Engineer and all utility departments.

Dedication. The transfer of property from private to public ownership.

Design Engineer. A registered professional engineer in the State of Alabama, qualified by education and experience to perform services of design in the area of their expertise. For these regulations, the design engineer is the consultant that is responsible for the design of the development and is retained by and/or is an agent for the owner/developer. Any Design Engineer who submits plans to the Baldwin County Commission shall have and maintain professional liability insurance with limits not less than \$1,000,000.00. Upon request the Design Engineer may be requested to show evidence of professional liability insurance as required herein through the date of the issuance of final plat approval.

Developer. The owner or his designated representative of land proposed to be subdivided. Consent shall be required from the legal owner of the premises.

Development. Includes, but is not limited to, the design work of lot layout, the construction of drainage structures, the construction of buildings and public use areas, the planning and construction of public streets and public roads, and the placement of public utilities.

Development Permit. The permit to be approved or disapproved by the Baldwin County Planning and Zoning Commission pursuant to § 11-24-2 of the Code of Alabama (1975) and the enabling legislation referenced in Section 2.1 of these regulations.

Differential runoff. The difference in rate of storm water runoff from a parcel or project in its existing condition and its developed condition.

Discharge Hydrograph. A graph showing the rate of flow (discharge) of water with respect to time.

Double frontage lot. (See *Lot*, through).

Dwelling. A building or portion thereof used exclusively for residential purposes, including single-family, two-family, and multiple-family dwellings, but not including hotels, boarding houses, rooming houses, lodging houses or dormitories.

Easement. A grant by a property owner of the use of land for a specified purpose or purposes by the general public or a corporation, or person(s); or as created by operation of law.

Engineering plan. A post-construction record giving details of construction and locations of improvements and utilities as they were built or installed.

Expressway. (See *Baldwin County Design Standards for New Road Construction*).

Family division. A division in accordance with the Code of Alabama 1975, Chapter 11-24-2(d) among the following designated legally related immediate family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Final Plat. A plat of a tract of land which meets the requirements of these regulations and is in proper form for recording in the Office of the Probate Judge of Baldwin County, Alabama.

Flood insurance rate map (FIRM). An official map of a community on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to a community.

Floodplain. Those areas defined by the U.S. Geological Survey or the U.S. Army Corps of Engineers as subject to flooding once in 100 years, based on topography.

Flood Prone Area. Those areas within the boundaries of the most recent Flood Insurance Rate Map (FIRM) established by FEMA as a Special Flood Hazard Area (100 year flood).

Floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface more than a designated height. For the purpose of these regulations, floodways shall be defined as the floodways as designated in the Flood Insurance Rate Map (FIRM) for Baldwin County, Alabama.

Generalized Wetland Map. Refers to the National Wetland Inventory (NWI) Maps, the Baldwin County Digital Wetland layer, and/or any other digital data depicting the general locations of jurisdictional wetlands or hydric soils and their degree of functionality within the jurisdiction of Baldwin County.

Half-Street or Half-Alley. A street or alley along the perimeter of a development that only a portion of the required width is constructed. The intent is that the other portion of said street or alley will be constructed at some later date by an abutting property owner, if the abutting property is developed.

Hardship. An unusual situation which will not permit utilization of property. A hardship exists only when it is not self-created.

Health Department. The Baldwin County Health Department.

Jurisdictional determination. An official, written statement or map signed by the U.S. Army Corps of Engineers.

Jurisdictional wetland. A wetland area that is determined as such by the U.S. Army Corps of Engineers.

Licensed Engineer. An engineer registered in the State of Alabama.

Licensed Land Surveyor. A land surveyor registered in the State of Alabama.

Lot. A tract, parcel, plot, or portion of a subdivision or other parcel of land intended as a unit for the purpose, whether immediate or future, of transfer of ownership, lease or rental, or for building development.

Lot area. The total horizontal area within the lot lines of a lot.

Lot, corner. A lot abutting upon 2 or more streets at their intersection or upon 2 parts of a street which form an interior angle of less than 135 degrees. The point of intersection of the street lines is the corner.

Lot depth. The mean (average) horizontal distance between the front and rear lot lines, measured at right angles to the street lines.

Lot, flag. A lot with access provided to the bulk of the lot by means of a narrow corridor.

Lot, interior. A lot other than a corner lot.

Lot line. The boundary line of a lot.

Lot line, front. On an interior lot, the lot line abutting a street; on a corner lot, the shorter lot line abutting a street; on a through lot, the lot line abutting the street providing the primary means of access to the lot; on a flag lot, the interior lot line most parallel to and nearest the street from which access is obtained; or on a waterfront lot, the lot line abutting the water.

Lot line, rear. The lot line opposite and most distant from the front lot line.

Lot line, side. Any lot line other than a front or rear lot line. A side lot line of a corner lot separating a lot from a street is called a side street lot line. A side lot line separating a lot from another lot is called an interior lot line.

Lot of record. A lot which is part of a recorded plat or a plot described by metes and bounds, the map and/or description of which has been recorded according to Alabama Law.

Lot, through. A lot, but not a corner lot, that abuts upon two streets, the frontages being noncontiguous.

Lot width. The horizontal distance between side lot lines, measured at the minimum front setback line, as required by either the *Baldwin County Subdivision Regulations*, or the *Baldwin County Zoning Ordinance*.

Master plan. The master plan for the physical development of the unincorporated areas of Baldwin County as adopted by the Baldwin County Commission. [Also known as the Comprehensive Land Use Plan].

Minor street. (See *Baldwin County Design Standards for New Road Construction*).

Monument. A permanent object serving to indicate a limit or to make a boundary.

Nonresidential subdivision. A subdivision whose intended use is other than residential, such as commercial or industrial. Such subdivision shall comply with the applicable provisions of these regulations.

Owner. Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations.

Planned Developments. See Article 9 of these regulations.

Planning Commission. The Baldwin County Planning and Zoning Commission.

Principal structure. A building in which the primary use of the lot is conducted.

Probate Judge. The Judge of Probate of Baldwin County, Alabama.

Record plat. A Plat of a proposed subdivision meeting the conditions of the Final Plat approval, if any; and containing signatures on all of the required certifications and signature blocks.

Resubdivision. A change in a map of an approved or recorded subdivision plat if such change affects any street layout on such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Setback line. A line defining the limits of a yard in which no building or structure, other than an accessory structure, may be located.

Single tier lot. A lot which backs upon a street, a railroad, a physical barrier, or a residential or nonresidential use, and to which access from the rear of the lot is usually prohibited.

Site plan. The development plan for one or more lots on which is shown the existing and/or proposed conditions of the lot(s).

Sketch plan. The preliminary subdivision layout and associated information as required by Sections 4.4 and 4.4.1 of these regulations.

Special flood hazard areas. Land in the floodplain as per the latest adopted FEMA Flood Insurance Rate Maps.

Stormwater management. The process of ensuring that the magnitude and frequency of stormwater runoff do not increase the hazards associated with flooding and that water quality is not compromised by untreated stormwater flow.

Steep slopes/grades. Topography where slopes or grades exceed 20 percent.

Street. (See Baldwin County Design Standards for New Road Construction).

Subdivider. Any person who (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision or who (2) directly or indirectly, sells, leases, or develops, or offers to sell, lease, or develop, or advertises for sale, lease or development, any interest, lot, parcel, site, unit, or plat in a subdivision, or who (3) is directly or indirectly controlled by, or under direct, or indirect, common control with any of the foregoing.

Subdivision. The development and division of a lot, tract, or parcel of land into two or more lots, plats, sites, or otherwise for the purpose of establishing or creating a subdivision through the sale, lease (regardless of the term of lease), or building development. Development includes, but is not limited to, the design work of lot layout, the construction of drainage structures, the construction of buildings or public use areas, the planning and construction of public streets and public roads, and the placement of public utilities. A subdivision does not include the construction or development of roads or buildings on private property to be used for agricultural purposes.

Subdivision jurisdiction. The territorial jurisdiction of the Baldwin County Commission over the subdivisions including all unincorporated areas of the County.

Subdivision Permit. The permit to be issued by the Baldwin County Engineer pursuant to Section 4.5.7 of these Regulations, which, upon issuance, permits the developer to commence construction of subdivision improvements.

Surety. Any surety bond, certificate of deposit, irrevocable letter of credit, cashier's check, or other acceptable surety as accepted and approved by the Baldwin County Commission.

V-zone. (See Coastal high hazard areas).

Watercourse. Any depression serving to give direction to a flow of water.

Watershed. An area that, because of topographic slope, contributes water to a specific surface water drainage system, such as a bay or river. An area confined by a topographic divide that drains a given bay or river.

Watershed Study. A study that is performed to gain an understanding of how land use changes affect a particular watershed.

Watershed Study Map. A map depicting the boundary of the watershed being studied.

Watershed Study Model. A system that is developed in order to "model" the current conditions of the watershed and determine how different land use changes affect the watershed.

X-zone. (See FEMA flood map regulations).

Yard, front. An open, unoccupied space on the same lot with the principal building, extending the full width of the lot and situated between the right-of-way line and the front line of the building projected to the side lines of the lot. The depth of the front yard shall be measured between the front lines of the building and the right-of-way line. On corner lots the front yard shall be considered as parallel to the street upon which the lot has its least dimension. On waterfront lots the front yard shall be considered from the front line of the building to the waterfront property line.

Yard, rear. An open space on the same lot with the principal building, such space being unoccupied except possibly by an accessory building, extending the full width of the lot between the rear line of the main building projected to the side lines of the lot and the rear lot line. On all corner lots the rear yard shall be at the opposite end of the lot from the front yard.

Yard, side. An open, unoccupied space on the same lot with the principal building, situated between the side line of the building and the adjacent side line of the lot extending from the rear line of the front yard to the front line of the rear yard. If no front yard is required, the rear boundary of the side yard shall be the rear line of the lot. On corner lots, the side yard shall be considered as parallel to the street upon which the lot has its greatest dimension.

Article 4. Approval of Subdivision Plats

§ 4.1 Approval of Subdivision Plats Required

From and after the date of filing a certified copy of these regulations with the Probate Judge, no subdivision plat within the authority and jurisdiction of the Baldwin County Commission, as defined in Article 2 of these regulations, shall be filed or recorded nor shall any lots be sold or leased until the plat or exemption request (See Section 4.2) shall have been submitted to and approved by the Baldwin County Planning and Zoning Commission and recorded by the Probate Judge. The Probate Judge, upon receipt of a copy of these regulations, shall not thereafter file or record a plat of a subdivision located within the County's subdivision jurisdiction, as defined herein, without the approval of such plat in accordance with these regulations.

Except as otherwise provided herein, applications for approval of all subdivisions shall require Sketch Plan approval by the Baldwin County Planning Director, the issuance of a Development Permit by the Baldwin County Planning and Zoning Commission, and Final Plat approval by the County Engineer and Baldwin County Planning Director. Applicants who seek subdivision approval for a non-exempt subdivision containing five (5) lots or less within the subdivision jurisdiction of the Baldwin County Commission may bypass the requirements for obtaining Sketch Plan approval and apply directly for a development permit and Final Plat Approval at the same time provided that the following conditions are met: (1) the construction or development of the subdivision lots will not require installation or construction of streets, and (2) each lot in the proposed subdivision adjoins a private road or public right-of-way which provides access for existing utilities to connect with each proposed lot without requiring the construction of additional infrastructure or utilities to connect with the boundaries of each proposed lot. (Note: The Applicant for approval of a non-exempt subdivision containing five (5) lots or less which meets the requirements set forth above shall be required to pay the application fee for Final Plat Approval only.)

Applicants who seek subdivision approval for a non-exempt subdivision with each of the lots being a minimum of twenty (20) acres or greater in area, within the subdivision jurisdiction of the Baldwin County Commission may bypass the requirements for obtaining Sketch Plan approval and apply directly for a development permit and Final Plat Approval at the same time in accordance with the special requirements set forth in Section 4.5.8 provided that the following condition is met: (1) each lot in the proposed subdivision adjoins a public right-of-way, or a minimum 60 feet wide, unless otherwise approved by the County Engineer per Appendix 4. Baldwin County Design Standards for New Road Construction, ingress and egress easement. (Note: The Applicant for approval of a non-exempt subdivision which meets the requirements set forth above shall be required to pay the application fee for Final Plat Approval only.)

§ 4.2 Exceptions to Required Approval

Notwithstanding the preceding paragraph, and provided that all subdivided lots comply with the minimum lot size provisions as set forth in Section 5.4(a) hereof, the following subdivisions are exempt from the provisions of these regulations:

(a) In accordance with and subject to the provisions of *Alabama Code* § 11-24-2 (1975), as amended, the sale, deed or transfer of land (including transfers made pursuant to a will or the laws of intestate succession) by the owner to a person or persons, all of whom are members of the owner's immediate family. Each parcel which is subdivided pursuant to this subparagraph (a) shall have its own ingress/egress and utility access or easement that runs with the land of not less than 30 feet in width;

(b) The public acquisition by gift or purchase of strips or parcels of land for the widening or opening of streets or for other public uses;

(c) A “one-time” split of a single parcel into two resultant parcels, if, and only if, the parcel existed and has not been divided since February 1, 1984. Sufficient documentation of property status as of February 1, 1984 must be submitted along with request for exemption. Each resulting parcel shall meet the minimum lot size and width requirements of Section 5.4(a). The owner of each parcel approved as exempt under this subparagraph shall be required to submit, as a condition to such approval, a copy of the deed to the property as it was titled on February 1, 1984, together with an affidavit executed by such owner attesting, under oath, that the parcel which is sought to be divided has not been subdivided at any time since February 1, 1984. Any applicant receiving an exempt subdivision approval pursuant to this subparagraph acknowledges that any further subdivision of the divided parcel or the master parcel from which the subdivided parcel was divided shall not be permitted except in compliance with these regulations.

(d) The relocation of a common property line between two parcels where no new parcels are created. The revised parcels shall meet the minimum lot size and width requirements of Section 5.4(a).

The owner of each parcel approved as exempt under this Section 4.2 shall be required to submit, as a condition to such approval, an affidavit executed by such owner attesting, under oath, that there exist no restrictive covenants of record in the Office of the Judge of Probate of Baldwin County, Alabama which would prohibit the subdivision of the parcel for which an exemption is sought pursuant to this subparagraph. In the event a parcel is approved as exempt under this subparagraph, and it is later determined that such subdivision was prohibited by valid restrictive covenants recorded as of the date of such approval, the County Engineer, or his designee, shall have the authority to revoke such exempt subdivision approval and to assess the cost of such approval and revocation on the party who executed the affidavit required hereby.

In the case of an exemption involving a lot or lots which are included within a previously recorded subdivision plat, a resubdivision and a new plat will be required to reflect the resubdivision of the lots, and such new plat shall be recorded in the Office of the Judge of Probate of Baldwin County. The new plat reflecting the resubdivision of such lot or lots shall contain the following dedication and certificates (see Appendix 1 for sample certificates):

1. Licensed Surveyor’s Certificate and Description of Land Platted;
2. A Notarized Owner’s Dedication;
3. A Certificate of Approval by the Subdivision Property Owner’s Association (if applicable);
4. A Certificate of Approval by the County Engineer of Baldwin County;
5. A Certificate of Approval by the Baldwin County Planning Director.

The above certificates shall be lettered or typed on the Final Plat in such a manner as to ensure that said certificates will be legible on any copies made therefrom. Additional certificates may be required if the subdivision lies within the extraterritorial jurisdiction of a municipality.

A *Request for an Exempt Subdivision Letter* and supporting documentation to substantiate any claim of exemption shall be submitted to the County Engineer. Owners of exempt subdivisions shall not be required to submit a plat to the Baldwin County Planning and Zoning Commission nor pay any of the required fees. Exemption from the requirement for approval to subdivide does not constitute exemption from the requirements of other applicable regulations including but not limited to state law, zoning ordinance, Health Department requirements or highway construction setbacks. Any subdivider who is circumventing the intent and substance of these Regulations shall be required to submit a plat for review and approval by the Baldwin County Planning and Zoning Commission and shall be subject to the penalties under *Section 13.3: Enforcement* of these Regulations.

§ 4.3 Municipal Extraterritorial Jurisdictions

These Subdivision Regulations shall apply to any subdivision lying within the extraterritorial jurisdiction of a municipality to the extent that the Baldwin County Planning and Zoning Commission has jurisdiction over such subdivision pursuant to Section 11-52-30, et seq. of the *Code of Alabama* (1975).

§ 4.4 Application for Sketch Plan Approval

Except as otherwise provided in these Subdivision Regulations, any applicant who seeks the approval of a non-exempt subdivision within the subdivision jurisdiction of the Baldwin County Commission shall first file an application with the Baldwin County Planning Director for Sketch Plan approval. The procedure for obtaining a Sketch Plan Approval is set forth below.

Section 4.4.1 Application Procedure and Requirements

A complete Application for Sketch Plan approval shall:

- (a) Be made on Sketch Plan application forms available from the offices of the Baldwin County Planning Director;
- (b) Be accompanied by the Sketch Plan application fee according to the current schedule of fees established by the Baldwin County Commission for the particular category of application;
- (c) Contain the name and address of the owner of all parcels proposed to be subdivided;
- (d) Contain the name and address of the applicant seeking Sketch Plan approval, if such applicant is not the owner of the property to be subdivided;
- (e) Contain the Tax Identification Number and Personal Property Identification Number (PPIN) of each parcel proposed to be subdivided, as such identification numbers are maintained by the Baldwin County Revenue Commissioner;
- (f) Be accompanied by 5 11" x 17" copies of the proposed subdivision layout, which shall include the following information:
 - (i) The legal description of the property and the total acreage of the parcel to be subdivided;
 - (ii) The location and proposed numbering scheme of all lots;
 - (iii) The size of all lots measured in square feet and the length of all proposed lot lines;
 - (iv) The estimated width and location of all front, side, rear and wetlands setbacks;
 - (v) The estimated size and location of all proposed detention/retention areas;
 - (vi) The width and location of all drainage and utility easements, together

with the identification of all utilities proposed for overhead construction;

(vii) The width and location of all streets within the subdivision, together with the name of all existing public roads adjacent to the property to be subdivided;

(viii) A statement from the owner/applicant as to whether curb and gutter will be installed, and a statement as to whether streets will be privately maintained or County maintained;

(ix) The width and location of all proposed sidewalks;

(x) The identification of the zoning district applicable to the property to be subdivided, if such property lies within an area subject to the Baldwin County Zoning Regulations;

(xi) The estimated location of all Jurisdictional Wetlands known by the owner/applicant to exist on the property to be subdivided;

(xii) The location of any municipal extraterritorial jurisdiction boundary which crosses any portion of the property to be subdivided.

Upon receipt of a properly completed application for Sketch Plan approval, the Baldwin County Planning Director shall review such application and determine if the proposed subdivision complies with these regulations. If the Baldwin County Planning Director determines that the submitted Sketch Plan complies with these regulations, the Baldwin County Planning Director shall approve the application for Sketch Plan approval and deliver a copy of such approval notice to the owner/applicant. If the Baldwin County Planning Director determines that the submitted Sketch Plan does not comply with these regulations, the Baldwin County Planning Director shall deny such application and shall deliver to the owner/applicant a notice of denial, with reference to all deficiencies contained on the application for Sketch Plan approval.

Any applicant who has received a denial of Sketch Plan approval may resubmit such application to the Baldwin County Planning Director, without the payment of additional fees, within sixty (60) days from the date of such denial. Any resubmission of an application for Sketch Plan approval submitted more than sixty (60) from the date of denial shall be accompanied by the payment of all fees required by the Baldwin County Commission as of the date of such resubmission.

Any applicant whose Sketch Plan application has been approved by the Baldwin County Planning Director may submit an application to the Baldwin County Planning and Zoning Commission for a Development Permit (by submitting such application to the Baldwin County Planning Director). Such Sketch Plan approval shall be subject to modification, which may be required by engineering and drainage provisions of these regulations.

§ 4.5 Application for Development Permit

Any person who has previously applied for and received Sketch Plan approval may submit an application for a Development Permit in accordance with the approved Sketch Plan. The procedure for obtaining a Development Permit is as follows. No Development Permit application will be considered by the Baldwin County Planning and Zoning Commission until all of the following requirements have been submitted.

§ 4.5.1 Application Procedure and Requirements

The applicant shall file an application for a Development Permit with the Baldwin County Planning and Zoning Commission (by filing such application with the Baldwin County Planning Director). A complete application shall:

- (a) Be made on Development Permit application forms available at the offices of the Baldwin County Planning Director;
- (b) Be accompanied by the Development Permit application fee according to the current schedule of fees established by the County Commission for the particular category of application;
- (c) Be accompanied by 7 full-size sets of black or blueline prints of the proposed Subdivision Plat (only 3 copies if located within a municipal ETJ) and one 11"x17" copy of the proposed Subdivision Plat;
- (d) Be accompanied by a digital file of the proposed Subdivision Plat, in suitable format to the Baldwin County Planning Director;
- (e) Be accompanied by a generalized drainage plan in accordance with Section 5.11.7, and 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;
- (f) Be submitted to the Baldwin County Planning Director at least 30 days prior to a regularly scheduled meeting of the Baldwin County Planning and Zoning Commission;
- (g) Be accompanied by a current (within 60 days from date of application) title policy, title opinion, or title report, verifying ownership. Said title document shall cover a period of no less than 30 years;
- (h) Be accompanied by documentation from the Baldwin County Health Department that Phase 2 of the Site Preparation Plan process is complete. (for developments proposing to utilize on-site septic systems);
- (i) Be accompanied by a written report from each affected utility company (water, sewer, electric, and telephone) documenting their ability and willingness to serve said development;
- (j) Be accompanied by the Traffic Study and other information as required by Section 5.5.14;
- (k) Be accompanied by a completed Subdivision Plat Application Submittal Checklist, and by a transmittal letter listing all of the drawings, letters, calculations, attachments, and other information submitted for the application;
- (l) Be accompanied by documentation from E-911 Addressing approving all street names.

§ 4.5.2 Review of Applications for Development Permits

After the Baldwin County Planning Director and County Engineer or his/her designee has reviewed the proposed Subdivision Plat, application for Development Permit and supporting documentation, the Baldwin County Planning Director and County Engineer or his/her designee shall certify to the Baldwin County Planning and Zoning Commission whether the proposed application complies with these Subdivision Regulations. If the proposed Subdivision Plat and application for Development Permit complies with the requirements of these Subdivision Regulations, it shall be approved by the Baldwin County Planning and Zoning Commission. In the event the Baldwin County Planning Director and County Engineer should determine that the application for a Development Permit is deficient in any

regard, the Baldwin County Planning Director and County Engineer or his/her designee shall detail the deficiency to the Baldwin County Planning and Zoning Commission along with a recommendation that the application for Development Permit be disapproved. Notice of the recommendation of the Baldwin County Planning Director and County Engineer or his/her designee shall be sent to the owner or developer whose name and address appears on the application for Development Permit by registered or certified mail at least 10 days before the recommendation shall be presented to the Baldwin County Planning and Zoning Commission for action. A similar notice shall be mailed to the owners of land immediately adjoining the land proposed to be subdivided as their names appear upon the plats in the office of the County Revenue Commissioner and as their addresses appear in the directory of the County or on the tax records of the County and to each utility affected thereby.

§ 4.5.3 Effective Period of Development Permit

The approval of a Development Permit shall be effective for a period of 2 years, at the end of which time final approval of the subdivision must have been obtained from the Baldwin County Planning Director and County Engineer or municipal planning commission, although the plat need not yet be signed and filed with the Probate Judge (See *Section 4.6.6 Recording of Final Plat*). Any plat not receiving final approval within the period of time set forth herein shall be null and void, and the applicant shall be required to resubmit a new application for Development Permit subject to all subdivision regulations and filing fees. However, upon written request from the applicant stating the reasons for such request, the Baldwin County Planning and Zoning Commission, upon advice from the Baldwin County Planning Director or his/her designee, may extend the effective period of the Development Permit up to twenty-four additional months.

§ 4.5.4 Resubmission of Application for Development Permit

The Baldwin County Planning and Zoning Commission shall not reconsider, for a period of 4 months, an application for Development Permit which has been disapproved by the Baldwin County Planning and Zoning Commission. If after 4 months the applicant has complied with the Baldwin County Planning and Zoning Commission's required changes and/or additions, a new application for approval of a Development Permit may be resubmitted. This submittal shall be in accordance with *Section 4.5: Application for Development Permit*. This provision shall not apply to a resubmitted application containing corrected deficiencies or material modifications as compared to the original application previously denied by the Baldwin Planning and Zoning Commission.

§ 4.5.5 Subdivision Plat Requirements

The proposed Subdivision Plat shall be prepared by a Licensed Professional Engineer or Land Surveyor registered in the State of Alabama and shall be clearly and legibly drawn at a convenient scale of not less than one (1) inch equals 100 feet, and the sheets shall be numbered in sequence if more than one (1) sheet is used. All text shall be a minimum of 1/10 of an inch in height. The sheet size shall not exceed 24 x 36 inches. The Subdivision Plat shall show the following:

- (a) Name and address of owner(s) of record and subdivider;
- (b) Proposed name of subdivision, date, north point, scale, and location;
- (c) Name, address and phone number of Licensed Professional Engineer and Land Surveyor registered in the State of Alabama;
- (d) Vicinity map showing location of the subdivision;

- (e) Exact boundaries of the tract of land being subdivided shown with bearings and distances;
- (f) Names and addresses of the owners of land immediately adjoining the tract of land being subdivided as their names appear upon the plats in the office of the County Revenue Commissioner and as their addresses appear in the directory of the County or on the tax records of the County;
- (g) Wooded areas, jurisdictional wetlands, cultural resources and any other conditions affecting the site;
- (h) The location of existing streets, buildings, water courses, railroads, transmission lines, drainage structures, public utilities, jurisdiction lines, and any public utility easements on the tract being subdivided and on adjacent land within 100 feet of the tract being subdivided;
- (i) The location of dams and water impoundments including the limits of the top of such impoundment structure or embankment, the location of any related spillway(s) and/or outlet control structures;
- (j) Existing and proposed rights-of-way or easements including location, widths, purposes, and street names;
- (k) Proposed lot lines with bearings and distances, square footage or acreage of each lot and lot and block numbers;
- (l) Proposed minimum building setback lines shown for each lot and clearly labeled on the plan view;
- (m) Proposed parks, school sites, or other public open spaces, if any;
- (n) Site data:
 - 1. Acreage in total tract;
 - 2. Smallest lot size;
 - 3. Total number of lots;
 - 4. Linear feet in streets;
 - 5. Minimum building setbacks;
 - 6. Zoning District and Zoning Classification (if applicable).
- (o) Any area within the proposed subdivision subject to inundation by the 100 year flood as defined herein, or subject to periodic inundation by storm drainage overflow or ponding, shall be clearly shown and identified on the plat;
- (p) Special flood hazard areas (100 year flood) and/or coastal high hazard areas as indicated on the latest Flood Insurance Rate Map (FIRM) for the area, along with a statement to that effect;
- (q) U.S. Army Corps of Engineers jurisdictional wetlands determination if the proposed subdivision contains jurisdictional wetlands or is within 100 feet of a jurisdictional wetland as required by the Baldwin County Planning Director or his/her designee, from the Generalized Wetland Map; or through a site visit by County Staff;
- (r) The name of each utility company proposed to provide service;
- (s) Topography, showing existing contours at 1 foot intervals of the entire property and full width of all adjacent rights-of-ways. Topographic information shall be based on the NAVD 88 datum. Elevations

must be field verified. Greater intervals may be allowed, if approved by the Baldwin County Planning Director or his/her designee;

(t) Highway construction setback lines shown as required by Section 5.4(h) hereof.

§ 4.5.6 Construction Plans

Prior to commencement of construction pursuant to Development Permit approval, the applicant shall submit to the Baldwin County Engineer 1 set of construction plans for the required improvements, the construction plan review fee and engineering calculations prepared in accordance with these regulations. These plans and calculations will be reviewed by the County Engineer for compliance with these regulations. Any items being deficient will be detailed in a letter to the applicant and corrected plans and calculations shall be submitted. A Subdivision Permit will not be issued until the Construction Plans have been approved by the County Engineer or his/her designee.

All plans shall meet the minimum standards of design and general requirements for the construction of public improvements as set forth in these regulations. Construction plans shall be drawn at a scale of not less than one (1) inch equals fifty (50) feet and map sheets shall be of the same size as the Subdivision Plat. Construction plans shall be prepared by a Licensed Professional Engineer registered in the State of Alabama. The following construction plans shall be included:

(a) Street Plan containing the following information:

1. Locations of all proposed and existing streets or rights-of-way in or adjacent to the subdivisions;
2. Width of existing and proposed rights-of-way and easements;
3. Street names and location of street signs;
4. Plan and Profile of all streets, showing natural and finished grades drawn to scale of not less than one (1) inch equals 100-feet horizontal and one (1) inch equals 10 feet vertical;
5. Typical Roadway Section detail;
6. Cross sections of proposed streets at a minimum of 100 foot stations;
7. Curve data for the centerline of each street: Delta, Tangent, and Radius;
8. Location of all proposed sidewalks and crosswalks.

(b) Storm Drainage Plans showing plans and specifications that describe the measures proposed to manage stormwater runoff (see *Section 5.11: Drainage Systems* and *Section 5.12: Storm Water Detention/Retention Management*). This shall include an overall drainage plan and documents containing all supporting drainage calculations.

(c) Erosion Control Plans showing plans and specifications that describe the measures and best management practices which are proposed to control site erosion during and after construction (see *Section 5.13: Erosion and Sedimentation*). This shall include an overall erosion control plan.

(d) Utility Plans showing plans and specifications for the proposed water supply, sewage disposal and fire protection as applicable (see *Section 5.2.5: Utilities*). This shall include an overall utility plan.

(e) Traffic Control Plans showing plans and specifications for the proposed permanent and temporary traffic control devices.

§ 4.5.7 Approvals and Beginning of Construction

No Development Permit shall be approved by the Baldwin County Planning and Zoning Commission until each utility which is to provide service to the proposed subdivision has been given at least 10 days to review the proposed plat and submit a written report to the Baldwin County Planning Director as to whether all provisions affecting the service to be provided by the utility are reasonable and adequate.

No development may proceed until all required local, state and federal permits have been received and submitted to the County Engineer or his/her designee including but not limited to: NPDES permit; Section 401 and 404 Clean Water Act permit; Coastal Area Management Program permit; Alabama Department of Transportation access permit, and; Baldwin County Industrial/Commercial Right-of-Way Access and Drainage Impact Permit.

NO CONSTRUCTION OF SUBDIVISION IMPROVEMENTS SHALL COMMENCE UNTIL A SUBDIVISION PERMIT HAS BEEN ISSUED (See also Section 5.15). Once a Development Permit has been approved, the Construction Plans are approved, all necessary permits have been submitted to the County Engineer for verification, all conditions of approval have been met, and the Road Construction Inspection Fee has been paid to the County Engineer, a Subdivision Permit shall be issued by the Baldwin County Engineer, or his/her designee. Anyone constructing required subdivision improvements without a valid Subdivision Permit shall be subject to penalties as allowed by law.

§ 4.5.8 Special Requirements for Large Acre Subdivisions

The following standards are applicable to non-exempt subdivisions with each of the lots being a minimum of twenty (20) acres or greater in area. In the event of a conflict between the Special Requirements for Large Acre Subdivisions set forth in this Section 4.5.8 and the requirements for Development Permit set forth in Section 4.5, the requirements for Final Plat set forth in Section 4.6, or the Development Standards set forth in Article 5, the Special Requirements for Large Acre Subdivisions set forth in Section 4.5.8 shall govern.

- (a) A stormwater management plan is not required for subdivision approval, unless otherwise required by the County Engineer, provided that any further development of the lots meets applicable regulations at that time.
- (b) A copy of the current deed to the property shall be submitted. A current title policy, title opinion, or title report will be between the seller and buyer;
- (c) U.S. Army Corps of Engineers jurisdictional wetlands determination may be required by the Planning Director if the proposed subdivision appears to contain jurisdictional wetlands;
- (d) Each resulting lot shall have frontage and continuous access from either:
 - 1. An existing publicly maintained road; or
 - 2. A minimum 60 feet wide, unless otherwise approved by the County Engineer per Appendix 4. Baldwin County Design Standards for New Road Construction, private ingress and egress easement;
- (e) No utilities are required for the subdivision, but the access required by Section 4.5.8(d) shall accommodate future installation of utilities.

§ 4.6 Submission of Final Plat

The procedure for obtaining Final Plat approval is as follows. No subdivision Final Plat application will be considered by the Baldwin County Planning Director until all of the following requirements have been met.

§ 4.6.1 Application Procedure and Requirements

Following approval of the Development Permit, the applicant shall file with the Baldwin County Planning Director an application for approval of the Final Plat. A complete application shall:

- (a) Be made on Final Plat application forms available at the offices of the Baldwin County Planning Director;
- (b) Be accompanied by the Final Plat application fee according to the current schedule of fees established by the County Commission for the particular category of application;
- (c) Be accompanied by 5 full-size black or blue line prints of the proposed Final Plat, one 11"x17" copy of the proposed Final Plat, one 8 1/2"x11" copy of the proposed Final Plat, 2 sets of As-built plans and in digital format, as per Section 4.6.5, and 2 sets of Test Reports as per Section 5.15(c);
- (d) Be accompanied by a digital file of the proposed Final Plat, in suitable format to the Baldwin County Planning Director;
- (e) Comply in all respects with the Development Permit, as approved, except for minor modifications not altering the design of the subdivision as may be approved by the Baldwin County Planning Director;
- (f) Be submitted within two (2) years of the date of Development Permit approval;
- (g) Unless previously submitted with the Development Permit application, be accompanied by a current (within 60 days from date of application) title policy, title opinion, or title report verifying ownership. Said title document shall cover a period of no less than 30 years;
- (h) Be accompanied by documentation from the Baldwin County Health Department that the Site Preparation Plan is approved (for developments proposing to utilize on-site disposal systems);
- (i) Be accompanied by a final copy of restrictive covenants and/or deed restrictions and, if the development contains retention facilities or common areas, a recorded copy of the instrument creating a property owner's association for the subdivision;
- (j) If required improvements are not complete, be accompanied by a surety as required by Section 7.2 of these regulations;
- (k) Be accompanied by a written report from each utility company which is to provide service to the proposed subdivision documenting their ability to serve said development unless previously submitted with the Development Permit application;
- (l) Be accompanied by a completed Final Plat Application Submittal Checklist, and be accompanied by a transmittal letter listing all of the drawings, letters, attachments, and other information submitted for the application.

- (m) Be accompanied by all items as required by Section 7.4 *Maintenance of Roadways and Drainage Systems*.

§ 4.6.2 Final Plat Review

If the Final Plat complies with these Subdivision Regulations, it shall be approved by the Baldwin County Planning Director and County Engineer. Should the Final Plat be determined by the Baldwin County Planning Director or County Engineer, or his/her designee, to be deficient in any regard, the Baldwin County Planning Director and County Engineer, or his/her designee, shall detail the deficiency to the applicant along with a notice that the Final Plat is disapproved. Notice of the determination of the Baldwin County Planning Director and County Engineer, or his/her designee, shall be sent to the owner or developer whose name and address appears on the submitted Final Plat by registered or certified mail. A similar notice shall be mailed to the owners of land immediately adjoining the platted land as their names appear upon the plats in the office of the Baldwin County Revenue Commissioner and as their addresses appear in the directory of the County or on the tax records of the County and to each utility affected thereby.

§ 4.6.3 Resubmission of Final Plat

The Baldwin County Planning Director and County Engineer may reconsider a Final Plat which has been previously disapproved. Such resubmitted Final Plat may be approved by the Baldwin County Planning Director and County Engineer if all deficiencies have been corrected.

§ 4.6.4 Final Plat Requirements

The Final Plat shall be prepared by a Professional Land Surveyor registered in the State of Alabama and shall be clearly and legibly drawn at a convenient scale of not less than one (1) inch equals 100 feet and the sheets shall be numbered if more than one (1) sheet is used. All text shall be a minimum of 1/10 of an inch in height. The sheet shall be of such size as is acceptable for filing in the Office of the Probate Judge, but shall not exceed 24 x 36 inches. The Final Plat shall show the following:

- (a) Name and address of owner(s) of record;
- (b) Name of subdivision, north point, scale, and location;
- (c) Names, addresses and phone numbers of the Licensed Professional Engineer and the Land Surveyor registered in the State of Alabama;
- (d) Vicinity map showing location of the subdivision;
- (e) The relation of the land so platted to the Government Survey of Baldwin County. The "point of beginning" as referred to in the written description shall be so indicated;
- (f) Sufficient data to determine readily and reproduce on the ground the location, bearing, and length of every street line, lot line, boundary line, and block line, whether straight or curved. This shall include the radius, central angle, point of tangency, tangent distance, and arc and chord distances;
- (g) The names and locations of adjoining subdivisions and streets, with reference to recorded plats by record name;
- (h) The exact position of the permanent monuments and property markers shall be indicated on the plat;

- (i) Existing rights-of-way, alleys, or easements including location, widths, purposes, street names and recording information;
- (j) Proposed rights-of-way, alleys, or easements including location, widths, purposes and street names;
- (k) Lot lines, square footage or acreage of each designated lot, parcel and common area and indicate all proposed lot and block numbers. Lots and blocks shall be uniquely identified in consecutive numerical or alpha-numerical order;
- (l) Proposed minimum building setback lines shown for each lot and clearly labeled on the plan view;
- (m) Site data:
 - 1. Acreage in total tract;
 - 2. Smallest lot size;
 - 3. Total number of lots;
 - 4. Linear feet in streets;
 - 5. Minimum proposed building setbacks;
 - 6. Zoning District and Zoning Classification (if applicable);
- (n) Common areas, Parks, school sites, or other public open spaces, if any;
- (o) All dimensions shall be to the nearest one-hundredth (1/100) of a foot and angles within plus or minus 5-seconds;
- (p) U.S. Army Corps of Engineers jurisdictional wetlands determination if the proposed subdivision contains jurisdictional wetlands or is within 100 feet of a jurisdictional wetland as required by the County Engineer or his/her designee, from the Generalized Wetland Map; or through a site visit by County Staff;
- (q) Special flood hazard areas and/or coastal high hazard areas as indicated on the latest Flood Insurance Rate Map (FIRM) for the area, along with a statement to that effect.
- (r) The following endorsements, dedications, and certificates shall be placed on the Final Plat as applicable (see Appendix 1 for sample certificates):
 - 1. Licensed Surveyor's Certificate and Description of Land Platted;
 - 2. Owner's Dedication;
 - 3. Notary's Acknowledgment of the Dedication Certificate referred to in "2".
 - 4. A Certificate of Approval by the affected utility providers;
 - 5. Certificate of Approval by the Baldwin County E-911 Addressing;
 - 6. A Certificate of Approval by the Baldwin County Coastal Area Program (if applicable);
 - 7. A Certificate of Approval by the County Engineer of Baldwin County;
 - 8. A Certificate of Approval by the appropriate municipal planning commission (if applicable);
 - 9. A Certificate of Approval by the Baldwin County Health Department (if applicable);
 - 10. A Certificate of Approval by the Baldwin County Planning Director; and
 - 11. A Certificate of Approval by the Baldwin County Planning and Zoning Commission (if applicable)

The above certificates shall be lettered or typed on the Final Plat in such a manner as to insure that said certificates will be legible on any prints made therefrom. Prior to the recordation of the Final Plat, the subdivider or developer shall submit to the Baldwin County Planning Director a Certification of Improvements form in accordance with the provisions of § 7.3.

§ 4.6.5 Engineering Plan and Test Reports

At the time of Final Plat submittal, the applicant shall also submit all test reports and record drawings, or "As Built" plans, signed by the engineer of record and giving details of construction and locations of the improvements which have been installed. This shall be submitted as blue or blackline drawings and in a digital format suitable to the County Engineer. If the installation of improvements is completed under a surety (See Section 7.2), the engineering plan and test reports shall be submitted to the County upon request of release of the bond by the applicant. The "As Built" plans shall include at a minimum, geometric roadway plans, plan/profiles of all roads, overall drainage plan, overall utility plan (including but not limited to water, sewer, phone, electrical), overall erosion control plan (permanent erosion control only) and details as required for construction plans. "As Built" plans shall be on a sheet that is no larger than 24" x 36" and shall be at a scale of no larger than 1" = 50'.

§ 4.6.6 Recording of Final Plat

- (a) Upon determination that the Final Plat should be approved and that the installation of all required improvements has been satisfactorily completed in accordance with County specifications and approved by the County Engineer or that an acceptable financial guarantee has been provided for the satisfactory completion of all required improvements, the original Final Plat tracing shall be signed by the persons whose certificates are required by Section 4.6.4(r) of these Subdivision Regulations. The original Final Plat tracing shall then be submitted to the offices of the County Engineer for his/her signature.
- (b) The subdivider shall submit a copy of the approved Final Plat in digital format on CD, DVD, or other approved media, to the offices of the Baldwin County Planning Director. CADD/CAM files shall be submitted in an acceptable format. The digital file(s) shall be accompanied by a transmittal letter which lists the files being submitted, a description of the data in each file, a level/layer schematic of each design file, and a statement conveying rights to the Baldwin County Commission for the data to be used for GIS purposes. Text, parcels, and roads must be grouped together on separate layers. A separate miscellaneous layer may be used for other information. All data submitted shall use NAD 1983 Alabama West Zone Coordinates in US Survey Feet. Digital files must display, by text, said state plane coordinates for all points specified in *Section 6.1.2: Monuments*.
- (c) Following signature, the original Final Plat tracing will be returned to the subdivider for recording at the office of the Probate Judge of Baldwin County. Once recorded, the subdivider shall return five (5) copies of the recorded plat with recording information to the Baldwin County Planning Director.

§ 4.7 Appeals to Baldwin County Commission

The Applicant shall have the right to appeal the decision of the Baldwin County Planning and Zoning Commission regarding an application for preliminary or final plat approval, or a determination issued by the Baldwin County Planning Director or County Engineer, as permitted by these Regulations. Such appeal shall be heard by the Baldwin County Commission, which shall have the authority to affirm, reverse or modify the decision or determination from which such appeal is taken. Written notice of any appeal taken under this Article must be filed with the Baldwin County Planning Director within thirty (30) days from the date of such decision or determination in accordance with the provisions of this Article.

§ 4.7.1 Procedures

The following procedures shall govern all appeals to the Baldwin County Commission taken pursuant to §4. 7 of these regulations:

- (a) The Applicant pursuing the appeal shall file written notice thereof with the Baldwin County Planning Director within thirty (30) days from the date of the decision or determination from which the appeal is taken. Such notice of appeal shall be accompanied by the payment of such fees which shall be required by the Baldwin County Commission from time to time for the administration of such appeals and a statement of the reasons or basis for the appeal.
- (b) Within three (3) business days from receipt of the notice of appeal, the Baldwin County Planning Director shall distribute copies thereof to the Baldwin County Commission, the Chairman of the Baldwin County Planning and Zoning Commission, the County Attorney and County Engineer. Within three (3) business days from receipt of such notice, the Baldwin County Planning Director shall cause a copy of the entire file in the subject case to be delivered to the County Administrator.
- (c) Such appeal shall be heard by the Baldwin County Commission at such regular or special meeting as the Baldwin County Commission shall determine, in its discretion.
- (d) In the hearing of such appeals, the standard of review to be exercised by the Baldwin County Commission shall be de novo.

Article 5. Development Standards

§ 5.1 Minimum Standards

The following planning and design standards shall be complied with by all applicants seeking subdivision approval, and no higher standard may be required by the Baldwin County Planning and Zoning Commission. In addition to the requirements established herein, all subdivision plats shall comply with the following laws, rules, and regulations:

- (a) All applicable statutory provisions;
- (b) The special requirements and rules of the Baldwin County Health Department and/or appropriate State agencies;
- (c) Current editions of the Alabama Department of Transportation Specifications and Standard Drawings;
- (d) The standards and regulations adopted by all boards, commissions and agencies of Baldwin County;
- (e) Plat approval may be withheld if a subdivision is not in conformity with the above guides or with the policy and purpose established in Article I of these regulations;
- (f) Manual on Uniform Traffic Control Devices.

§ 5.1.1 Minimum Design Standards

All subdivisions approved pursuant to these regulations shall adhere to the requirements set forth in the matrix made a part of this section.

Minimum Standards for Subdivisions									
Lot Size*	Required Utilities	Roadway Type	Minimum Lot Width	Curb and Gutter	Side Walk***	Approval Body	Building Front Set Back****	Building Rear Set Back****	Building Side Set Back****
≥ 40,000 SF	overhead power	BCDS**	120 feet	no	no	Baldwin County Commission	30	30	10
20,000 SF to 40,000 SF	overhead power, either water or sewer	BCDS**	120 feet	no	no	Baldwin County Commission	30	30	10
20,000 SF to 40,000 SF	underground power, either water or sewer	BCDS**	80 feet	yes	no	Baldwin County Commission	30	30	10
7,500 SF to 20,000 SF	underground power, street lights, water and sewer	BCDS**	60 feet	yes	yes	Baldwin County Commission	30	30	10

*Minimum lot size shall be subject to Section 5.4(a)

** Baldwin County Design Standards for New Road Construction

***Side Walk Options:
 1) side walk on each side min. 5 feet wide
 2) side walk on one side min. 8 feet
 3) 8 feet road side walk with striping

****In zoned areas of Baldwin County, the setbacks of the Baldwin County Zoning Ordinance shall apply. For non-residential subdivisions in unzoned areas see Section 5.4(g).

§ 5.2 General Requirements

§ 5.2.1 Plats Straddling Jurisdictional Boundaries

Whenever access to a subdivision is required across land in another local government planning jurisdiction, the Baldwin County Planning and Zoning Commission may request assurance from the County Engineer, or his/her designee, or other appropriate official, that the access road is adequately improved as per Section 5.5.7, or that surety has been duly executed and is sufficient in amount to assure the construction of the access road.

§ 5.2.2 Jurisdictional Wetlands

Unless approved by the U.S. Army Corps of Engineers, no development shall be approved that proposes to fill jurisdictional wetlands in order to create buildable lots. Where a parcel of land proposed to be subdivided contains an area of jurisdictional wetlands delineated as jurisdictional by the Army Corps of Engineers, said jurisdictional wetlands shall be subject to Section 404(b)(1) guidelines concerning fill material disposal into jurisdictional wetlands. Lots may be platted only where sufficient upland areas exist to provide a building site for the principal structure and necessary ancillary facilities, unless the purpose of the lot is for conservation and no development or building shall occur. Fill may be used only where necessary to provide access to lots where approval for such fill has been received from the Corps of Engineers and other appropriate governmental agencies. The building setback line from jurisdictional wetlands shall be 30 feet, within which a minimum 5 foot natural buffer shall be provided upland of all jurisdictional wetlands.

§ 5.2.3 Subdivision Name

The proposed name of the subdivision shall not duplicate, or too closely approximate phonetically, the name of any other subdivision in the area covered by these regulations. The Baldwin County Planning and Zoning Commission shall have final authority to designate the name of the subdivision which shall be determined at the time of Development Permit approval.

§ 5.2.4 Waterbodies and Watercourses

- (a) If a tract being subdivided contains a water body, or portion thereof, the ownership of and responsibility for safe maintenance of the water body shall be such that it will not become a County responsibility. No public roadways will be approved which provide access across dams.
- (b) Dams or impoundments including impoundment embankments and the entire spillway and outlet structure along with access at least 20 feet in width to each end of the embankment and outlet structure shall be retained in a common area. Maintenance of such structures shall be the responsibility of the developer or property owner's association. Under no circumstances shall Baldwin County assume such maintenance responsibility.

§ 5.2.5 Utilities

All existing and proposed utility facilities throughout the subdivision shall be shown on the Construction Plans required by Section 4.5.6 of these Regulations. All pressurized underground utility lines located under pavement shall be encased, except for service lines less than 2" in diameter. Minimum cover must be provided over all utility lines as required by the County Engineer. All proposed utilities shall comply with the provisions of the Baldwin County Highway Department Utility Manual, as the same may be amended.

(a) *Water System.*

(1) *Subdivisions with Density Greater than 2 Units per Acre.* Every subdivision with lot density greater than 2 units per acre shall connect to an existing public water supply system capable of providing both domestic water use and fire protection when the existing system borders the subdivision or the system is within one half mile of the subject property and the utility has submitted a statement that they are willing and able to provide service.

(2) *Subdivisions with Density of Less than or Equal to 2 Units per Acre.* Every subdivision with lot density less than or equal to 2 units per acre shall connect to an existing public water supply system capable of providing both domestic water use and fire protection when the existing system borders the subdivision and the utility has submitted a statement that they are willing and able to provide service.

(3) Where public water service exists, or is installed, fire protection shall be provided for all proposed lots. The water supply volumes and pressures shall be sufficient to serve the subdivision. The design engineer shall submit written report and calculations that include recent flow rate tests of the existing water system that verify the adequacy of the fire protection being provided. A letter must be submitted from the local fire protection authority, indicating that the proposed volumes and pressures are sufficient. If adequate fire flows do not exist and cannot be provided, the minimum lot size must be increased as though public water is not being provided as per Section 5.4(a). The following standards shall apply to the fire protection system:

- Fire hydrants shall be spaced no more than 500 feet apart along each street;
- A fire hydrant shall be located within 500 feet of all proposed lots;
- A fire hydrant shall be provided within 100 feet of where all new roads intersect with existing county roads;
- All fire hydrants shall have a minimum barrel size of 5 inches;
- The water system shall meet all requirements of the current ISO Fire Suppression Rating Schedule Paragraph 340, 614 and 620.A for obtaining full credit.

(b) *Sanitary Sewer System.*

1) Connection to a sanitary sewer system is required only when necessary to meet the lot size requirements of Section 5.4(a) and when necessary to comply with the utility requirements as specified in the Matrix shown in Section 5.1.1 of these regulations. When sanitary sewer is installed, sewer stub-outs, shall be provided for each lot and shall extend to the property line of the said lot.

(2) If no sanitary sewer system is provided, on-site disposal systems may be used after approval is received from the Health Department.

(c) *Easements.* An easement, a minimum of 15 feet wide on the rear and/or side lot lines shall be provided for utilities as required by the utility providers and/or the Baldwin County Planning and Zoning Commission. Proper coordination shall be established between the applicant and the applicable utility companies for the establishment of utility easements. All existing and proposed easements shall be clearly indicated in the plan view submitted with the application for Development Permit and Final Plats.

§ 5.3 Blocks

Where a lot and block layout is proposed the following criteria shall be used:

- (a) Blocks shall have sufficient width to provide for 2 tiers of lots. Exceptions to this prescribed block width shall be permitted in blocks adjacent to expressways, arterials, railroads, or waterways where single-tier lots are required to separate residential development from through vehicular traffic or nonresidential uses;
- (b) Blocks shall not exceed 1500 feet in length nor be less than 500 feet in length on any side;
- (c) For those blocks which exceed 800 feet in length, the Baldwin County Planning and Zoning Commission may require the reservation of an easement, not to exceed 50 feet in width, through the block to accommodate utilities, drainage facilities, or pedestrian traffic;
- (d) Pedestrian ways or crosswalks not less than 10 feet wide may be required by the Baldwin County Planning and Zoning Commission through the center of blocks more than 800 feet long where deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities. Blocks designed for industrial uses shall be of such length and width as may be determined suitable by the Baldwin County Planning and Zoning Commission for prospective use.

§ 5.4 Lots

Lots shall comply with the following requirements:

- (a) Minimum lot size and lot width shall be as follows except in cases where additional lot area or width is required by the *Baldwin County Zoning Ordinance* or County Health Department;
 - 1. Where public water and centralized wastewater collection and treatment are not provided, said lot shall be a minimum of 40,000 square feet in area with a minimum lot width of 120 feet.
 - 2. Where a lot is served by either public water or a centralized wastewater collection and treatment system, but not both, said lot shall be a minimum of 20,000 square feet in area with a minimum lot width of 80 feet.
 - 3. Where public water and centralized wastewater collection and treatment are provided, said lot shall be a minimum of 7,500 square feet in area with a minimum lot width of 60 feet.
- (b) The final subdivision plats shall establish that each lot has satisfactory access to a street as provided in Section 5.5.7: *Frontage on Improved Roads*;
- (c) Where land is subdivided into parcels larger than 10 acres, other than ordinary building lots, such parcels shall be arranged so as to allow for the opening of future streets and logical further resubdivision;
- (d) Lot sizes of properties reserved or laid out for commercial and industrial purposes shall provide for off-street parking and loading for the use contemplated;
- (e) Double frontage lots shall be avoided, except where essential to provide separation of residential development from traffic arterials, or to overcome specific disadvantages of topography or orientation;
- (f) Side lot lines should be at right angles to streets, except on curves where they should be radial;

(g) In areas which have elected to come within the zoning authority of the Baldwin County Commission, minimum setbacks from property lines shall meet or exceed the applicable setbacks established by the Baldwin County Zoning Ordinance.

In residential subdivisions outside the zoning authority of the Baldwin County Commission, the minimum setbacks from property lines shall be as set forth in the Development Matrix contained in Section 5.1.1 of these Regulations.

In non-residential subdivisions outside the zoning authority of the Baldwin County Commission, the minimum setback from property lines shall be: from the front and rear lots line, 25 feet; from the side lot line, 10 feet; from the side which abuts a street, 20 feet;

(h) In accordance with Act No. 94-572 of the Legislature of Alabama enacted April 21, 1994, the following construction setbacks shall apply from any state or county road or highway:

1. Principal arterials require a 125 foot setback from the centerline of the right-of-way;
2. Minor arterials require a 100 foot setback from the centerline of the right-of-way;
3. Major collectors require a 75 foot setback from the centerline of the right-of-way and;
4. Minor collectors require a 50 foot setback from the centerline of the right-of-way;
5. All other paved roads require a 40 foot setback from the centerline of the right-of-way;
6. Unpaved roads require a 30 foot setback from the margin of the right-of-way.

§ 5.5 Minimum Development Standards

The following provisions shall govern street layout in all non-exempt subdivisions:

§ 5.5.1 Private Streets

Private streets may be approved only by the Baldwin County Commission provided that (a) they are constructed according to the standards of these regulations; and (b) prior to the issuance of a Development Permit, (1) the Baldwin County Planning and Zoning Commission has otherwise approved the issuance of a Development Permit and (2) the County Engineer has advised the Baldwin County Commission that private streets are appropriate for the subdivision under consideration. If the application for a Development Permit for any subdivision proposing to contain private streets otherwise complies with the requirements of these Subdivision Regulations, such application shall be approved by the Baldwin County Planning and Zoning Commission, subject to subsequent approval by the Baldwin County Commission. If the application for a Development Permit is approved by the Baldwin County Planning and Zoning Commission, the Baldwin County Planning Director will prepare a Commission Agenda Item and shall certify to the Baldwin County Commission whether the application meets the submittal requirements as specified in this Article. No Development Permit shall be issued or effective for any subdivision proposing to contain private streets until the construction of such private streets has been approved by the Baldwin County Commission.

In the event that the Baldwin County Commission does approve a private street, the developer shall install, at a minimum, street signs in accordance with Section 5.9(Signage for Subdivisions).

The following statement shall be shown on the Final Plats:

“All roads and rights-of-way shown on this plat are PRIVATE, and are not subject to maintenance by Baldwin County, and the owners of all lots shall bear the expense of maintaining all private streets.”

§ 5.5.2 Private Reserve Strips

Private reserve strips controlling access to streets shall be prohibited, unless approved by the County Engineer or his/her designee or the Baldwin County Commission to limit access to Collectors or Arterials in accordance with the procedures established in § 5.5.1 of these regulations.

§ 5.5.3 Additional Width on Existing Roads

Subdivisions that adjoin existing streets with inadequate rights-of-way, inadequate pavement width as would otherwise be required by these regulations or inadequate construction standards shall, as a condition to subdivision approval, modify such adjoining streets to be in compliance with these regulations.

§ 5.5.4 Street Names

Proposed streets, which are obviously in alignment with others existing and named, shall bear the assigned name of the existing streets. All proposed streets shall be given a name. In no case shall the names of proposed streets duplicate or be phonetically similar to existing street names, as listed in the Baldwin County E-911 Address Database, irrespective of the use of the suffix street, avenue, boulevard, drive, place, court, etc. Street names are subject to the approval of E-911 Addressing. All applications involving new streets shall be accompanied by a letter from the E-911 Addressing office indicating the names of the approved street names.

§ 5.5.5 New Half-Streets and New Half-Alleys

No new half-streets or half-alleys shall be platted.

§ 5.5.6

This section is intentionally omitted.

§ 5.5.7 Frontage on Improved Roads

(a) No subdivision shall be approved unless all resultant lots have frontage on, and continuous access from:

1. an existing paved street, either publicly or privately maintained, with suitable asphalt width and right-of-way as required by the Baldwin County Design Standards for New Road Construction, (attached as Appendix 4); or
2. a proposed paved street upon a plat approved by the Baldwin County Planning and Zoning Commission or municipal planning commission to be recorded in the Baldwin County Probate Judge's Office. Such street or highway shall be suitably improved as required by these regulations or be secured by an improvement guarantee as provided for by Section 7.2 of these subdivision regulations.

(b) Subdividers proposing subdivision developments that obtain access from existing publicly maintained roads which do not have adequate asphalt and/or right-of-way widths will be required to make

improvements to the existing roadways and provide additional rights-of-way to adhere to the standards of the Baldwin County Design Standards for New Road Construction (attached as Appendix 4); or

(c) If a proposed subdivision is proposed to gain access from a privately maintained street, the applicant shall provide a letter from the entity responsible for maintaining the private street as evidence of the approval of such owner. Also, see Section 5.5.1 for private street provisions.

§ 5.5.8 Topography and Arrangement

(a) Street standards are contained in the Baldwin County Design Standards for New Road Construction (attached as Appendix 4).

(b) All proposed streets shall be properly integrated with the existing system of streets.

(c) All arterials shall be properly related to specific traffic generators such as industries, business districts, schools, churches, and shopping centers; to population densities; and to the pattern of existing and proposed land uses.

(d) Local streets shall be laid out to conform as much as possible to the topography, to discourage use by through traffic, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide convenient and safe access to property.

(e) In business and industrial developments, the streets and other access ways shall be planned in connection with the grouping of buildings, location of rail facilities, and the provision of alleys, truck loading and maneuvering areas, and walks and parking areas so as to minimize conflict of movement among the various types of traffic, including pedestrian.

§ 5.5.9 Access to Adjacent Roads

(a) If a subdivision or proposed development contains lots adjacent to interior streets, such lots shall only be accessed by those adjacent interior streets. Access from such lots to exterior streets shall not be granted when access is provided by adjacent interior streets.

(b) Where a subdivision borders on existing collectors or arterials or contains proposed collectors or arterials, access to such collectors or arterials may be limited by one or more of the following means to provide for the protection of properties, and to afford separation of through and local traffic:

(1) Where the rear lot line of a subdivided lot is adjacent to a collector or arterial, no access to the lot shall be permitted from the collector or arterial. In such cases, the primary means of access to the lot shall be from a local interior street;

(2) A series of cul-de-sacs, U-shaped streets, or short loops entered from and designed at right angles to such a parallel street, with the rear lines of such lots being adjacent to the collector or arterial;

(3) A marginal access or service road (separated from the collector or arterial by a planting or grass strip and having access thereto at suitable points);

(4) A common driveway as per Section 5.5.17 *Common Driveways*.

(c) Multiple road accesses may be required by the Baldwin County Planning Director or County Engineer, or his/her designee, to improve traffic safety and circulation.

§ 5.5.10 Excess Right-of-Way or Easements

Right-of-way or easement widths in excess of the standards designated in these regulations shall be required whenever, due to topography and in the opinion of the County Engineer or his/her designee, additional width is necessary to accommodate excess fill slopes or cut slopes.

§ 5.5.11 Railroads, Arterials, and Major Thoroughfares

Railroad rights-of-way, arterials, and expressways where so located as to affect the subdivision of adjoining lands shall be treated as follows:

- (a) In residential developments, a buffer strip at least 25 feet in depth, in addition to the normal depth of the lot required, shall be provided adjacent to the railroad right-of-way, arterial or expressway. This strip may be part of the platted lots and shall be designated on the plat: "This strip is reserved for screening. The placement of structures hereon is prohibited";
- (b) In areas proposed for business, commercial, or industrial uses, the nearest street extending parallel or approximately parallel to the railroad shall, wherever practical, be at a sufficient distance there from to ensure suitable depth for commercial or industrial sites;
- (c) Streets parallel to the railroad when intersecting a street which crosses the railroad at grade shall, to the extent practical, be at a distance of at least 150 feet from the railroad right-of-way. Such distance shall be determined with due consideration of the minimum distance required for future separation of grades by means of appropriate approach gradients.

§ 5.5.12 Cul-de-sacs

- (a) Permanent dead-end streets shall not exceed 1,320 feet (1/4 mile) in length. Permanent dead-end streets with a pavement width of 20 feet or less shall be provided with a turnaround having a roadway diameter of at least 70 feet and a right-of-way diameter of at least 100 feet. Permanent dead-end streets with a pavement width of more than 20 feet shall be provided with a turnaround having a roadway diameter of at least 80 feet and a right-of-way diameter of at least 100 feet.

If medians and/or islands are proposed in the cul-de-sacs, a minimum of 25 foot wide driving surface shall be maintained at all points around said cul-de-sac. (See Section 5.8)

- (b) Temporary dead-end streets greater than 200 feet in length are required to have a temporary turnaround constructed of an all-weather surface at least 70 feet in diameter and have an easement or right-of-way at least 100 feet in diameter. Said temporary turnaround shall be graded properly to drain, and be maintained by the developer until the roadway is continued. If adjacent property is not owned by the developer or no other Development Permit is approved at the time of final inspection, a permanent cul-de-sac shall be required.
- (c) For roads stubbed out to adjacent property not providing access to lots and less than 200 feet in length, no turn-around is required, unless deemed necessary by the County Engineer or his/her designee. Appropriate traffic control devices, as per the latest edition of the MUTCD, are required and barricades may be required by the County Engineer or his/her designee.

§ 5.5.13 Intersections

Street intersections shall be laid out as follows:

- (a) Streets shall be laid out so as to intersect as nearly as possible at right angles. A proposed intersection of 2 new streets at an angle of less than 75 degrees shall not be acceptable. An oblique street shall be curved approaching an intersection and should be approximately at right angles for at least 100-feet there from. Not more than 2 streets shall intersect at any one point;
- (b) Proposed new intersections within a subdivision shall be aligned with streets on the opposite side of the intersecting street. Street jogs with centerline offsets of less than 125 feet shall not be permitted.

Subdivision entrance street intersections shall be as follows:

Where a proposed entrance street is a local street, no centerline offsets of less than 125 feet shall be allowed. Where a proposed entrance street is a minor or major collector street, no centerline offsets of less than 800 feet shall be allowed. Intersections with minor arterial streets require offsets of at least 1300 feet. Where a street intersects a state highway, the design standards of the Alabama Department of Transportation shall apply.

- (c) In residential subdivisions, minimum edge of pavement (curb) radii at the intersection of 2-local streets shall be at least 20-feet; and minimum edge of pavement (curb) radii at an intersection involving a collector street shall be at least 35 feet. In non-residential subdivisions, minimum edge of pavement (curb) radii at the intersection of 2 streets shall be at least 40 feet;
- (d) Intersections shall be designed to drain stormwater away from the driving surface to prevent ponding. At the approach to an intersection having a stop condition, a leveling area shall be provided having a grade not greater than 5 percent at a distance of 50 feet, measured along the centerline from the nearest right-of-way line of the intersecting street;
- (e) Where any street intersection will involve the construction of or be located adjacent to earth banks or existing vegetation inside any lot corner that would create a traffic hazard by limiting visibility, the applicant shall cut such ground and/or vegetation (including trees) in connection with the grading of the public right-of-way to the extent deemed necessary to provide an sufficient sight distance;
- (f) Property lines at street intersections shall be rounded with a minimum radius of 25 feet;
- (g) For each proposed intersection with an existing State or County maintained roadway, proposed sight distances shall be provided on plan/profile sheets. Distances provided shall meet those required by the latest version of the Baldwin County Design Standards for New Road Construction;
- (h) The minimum distance between centerline offsets at street jogs shall be 125 feet.

§ 5.5.14 Traffic Study Requirements

For proposed subdivisions (a) containing 50 lots or more, (b) phases or additions that increase the total number of lots within a subdivision to 50 or more, or (c) which in the opinion of the County Engineer will generate Average Daily Traffic of 500 trips or more, the applicant shall have a traffic study performed for the proposed development. After consultation with the Planning Director, the County Engineer will define the scope of the traffic study. The County Engineer shall determine the improvements required to

be made by the developer along with the other subdivision improvements. The Developer will perform the Traffic Study using the services of a qualified traffic engineer preapproved by the County Engineer. This study will be submitted simultaneously with the subdivision application. All studies shall be in accordance with the *Traffic Impact Study Requirements* of Baldwin County Commission. See Appendix 6 or latest approved version. All recommendations of the study will be considered as the minimum conditions required for the subdivision to be approved. However, the County Engineer, reserves the right to require improvements within the County Right-Of-Way that the study indicates are not warranted. At all times the applicant can choose to bypass the study and accept the improvements required by the County as conditions of subdivision approval.

For subdivision developments containing less than 50 lots the applicant may be required to submit current (within 12 months) traffic counts of the links adjacent to the proposed development. Deceleration, Acceleration and/or Left-turn lanes or other roadway improvements may be required by the County Engineer.

If turn-lanes are required or otherwise proposed the standards from the current Alabama Department of Transportation Permit Manual shall be used as a minimum.

§ 5.5.15 Perimeter Streets

Street systems in new subdivisions shall be laid out so as to eliminate or avoid new perimeter half-streets. Where an existing half-street is adjacent to a new subdivision, the other half of the street shall be improved and dedicated by the applicant.

§ 5.5.16 Street Elevations

No street shall be approved for construction within a Flood Prone Area that is proposed to be constructed more than 2 feet below the elevation of the base flood, as defined in these regulations, unless approved by the Baldwin County Planning and Zoning Commission in accordance with *Article 8. Variances*. Drainage openings shall be so designed as not to restrict the flow of flood waters or increase upstream flood heights.

§ 5.5.17 Common Driveways

- (a) Where lots will access an existing publicly maintained street, common driveways shall be used to minimize the number of curb cuts, driveways, or other accesses required.
- (b) The maximum number of lots that may be served by a common driveway shall be 2.
- (c) Common driveways shall be contained within a private ingress/egress easement labeled as such on the Final Plat. Said easement shall be of sufficient width (minimum of 30 feet) to contain the common driveway and provide ingress and egress.
- (d) The Final Plat of a subdivision in which common driveways are utilized shall contain the following notation: "The portion of the common driveway outside the public right-of-way as shown hereon is private and will not be maintained by Baldwin County."
- (e) If common driveways are proposed or required, they shall be installed by the developer prior to the Final Plat being signed by the County Engineer for recording. (*Section 7.2 Financial Guarantee of Performance* will not be allowed for this construction.) An "Industrial/Commercial/Residential Multiunit Right-of-Way Access and Drainage Impact Permit" is required prior to construction.

(f) Maintenance of common driveways located on private property shall be the responsibility of all property owners whose property is served thereby.

§ 5.6 Street Design Standards

All streets within the jurisdiction of these regulations shall be constructed in accordance with the Baldwin County Design Standards for New Road Construction (Appendix 4). Typical roadway sections and profiles shall be approved by the County Engineer, or his/her designee, and shall be shown in the construction plans.

§ 5.7 Sidewalks

(a) Sidewalks shall be located within the right-of-way or within an easement of sufficient width adjacent to the right-of-way.

(b) Construction of sidewalks shall be a minimum of 5 feet wide and shall be constructed with reinforced concrete that has a minimum 28 day compressive strength of 3000 psi, and shall be in accordance with County specifications and these regulations.

(c) New sidewalks shall connect to any adjacent sidewalks and/or bike paths and shall be interconnected within said development to allow for sufficient pedestrian access.

(d) The surety to be posted by the Developer pursuant to Sections 7.1 and 7.2 of these regulations shall, in addition to all other anticipated construction expenses, cover the cost of all proposed sidewalks.

(e) Sidewalks which are to be located adjacent to common areas and not adjacent to residential or commercial lots shall be constructed prior to final plat approval. Sidewalks which are to be located adjacent to residential or commercial lots may be constructed after the issuance of final plat approval. No Certificate of Occupancy shall be issued for a structure situated upon a lot until the portion of any required sidewalk adjacent to such lot has been completed.

(f) All sidewalks shall be in accordance with current A.D.A. requirements.

(g) All sidewalk crossings shall be installed by the developer prior to final plat approval and shall be inspected for compliance with A.D.A. requirements.

§ 5.8 Medians/Islands

Medians and islands may be used, provided that vehicular travel is not hindered or restricted and that the effective centerline meets all geometric requirements. All medians or islands shall be completely surrounded by curbing to protect the areas from vehicular encroachment. Medians and islands shall be graded to provide positive drainage to either a storm inlet or to the roadway surface. Medians and islands intended to be landscaped or provide some other decorative or recreational function shall be recorded on the Final Plat as Common Area. In all cases, a clear zone of at least 6 feet must be provided from the edge of pavement. Clear zones must be maintained at all roadway intersections and be in accordance with the Baldwin County Design Standards for New Road Construction (attached as Appendix 4). Striping and additional signage may be required in order to maintain safe traffic circulation.

§ 5.9 Signage for Subdivisions

Proper signage in accordance with the latest edition of the “Manual of Uniform Traffic Control Devices” (MUTCD) as adopted by the ALDOT shall be installed prior to receiving Final Plat approval, and maintained in all subdivisions, until such time as roads are accepted for maintenance by the Baldwin County Commission. All proposed signage shall be shown and detailed on the Construction Plans. The following minimum standards shall be adhered to:

1. R1-1 Stop Sign - Diamond grade- Minimum 0.080” thick
36” for all intersections;
2. Street Name Sign – 9” Aluminum Extruded Blade, High Intensity Prismatic, 6” tall white capital and 5” tall lower case lettering on green background - for streets proposed to be public
6” tall white capital, and 5” tall lower case lettering on blue background – for streets proposed to remain private
Brackets - Vulcan type VS-8 vandal proof or approved equivalent;
3. All other signs – High Intensity Prismatic or better – Minimum 0.080” thick;
4. Posts for street signs – min. 12’ long – 2 3/8” galvanized round posts; street signs must be mounted on a post separate from the stop sign, unless approved by County Engineer or his/her designee. In no case shall the street sign be attached directly to the stop sign, but instead must be attached to the post of the stop sign if approved by the County Engineer or his/her designee. Decorative sign posts may be permitted if approved by the County Engineer. No decorative sign posts shall be permitted unless the application is accompanied by a written statement from the property owner’s association agreeing to maintain such decorative sign posts, and to replace the same if destroyed. Any damaged or destroyed decorative sign post may be replaced by the County, and in such event, the County may install a 2 3/8” galvanized round post;
5. Posts for all other signs – #2 galvanized U-channel (minimum length 12 feet) of appropriate height embedded not less than 3 feet below the finished grade elevation, complying with minimum 7 foot clearance between grade level and the bottom of the sign.

§ 5.10 Bridge Standards

All bridges, both vehicular and pedestrian, within the jurisdiction of these regulations shall be constructed in accordance with this section. Any structures (including a battery of pipes, box culverts, etc.) that spans 20 feet or more along the centerline of the road shall be considered as a bridge. All bridges shall be designed and constructed in accordance with the current ALDOT Standard Specifications and Standard Drawings. The County Engineer or his/her designee shall have the authority to approve or disapprove all bridge components and materials.

The Developer shall perform any needed geotechnical testing using the services of a qualified geotechnical engineer preapproved by the County Engineer.

§ 5.10.1 Design Criteria

- (a) For basic design requirements, see the *Baldwin County Design Standards for New Road Construction* (attached as Appendix 4) .
- (b) A Pre-submittal design conference with the County Engineer or his designee is mandatory.

- (c) All bridge components must be constructed of reinforced concrete construction unless otherwise approved by the County Engineer or his/her designee. If pipes are used, they must be constructed of reinforced concrete. No precast box culverts are allowed.
- (d) All bearing pads must be elastomeric, unless otherwise approved by the County Engineer or his/her designee.
- (e) All bridge submittals other than pipes or cast-in-place box culverts must meet the "Baldwin County Highway Department Bridge Design & Guidelines" (attached as Appendix 3).

§ 5.10.2 Construction, Testing and Inspections

- (a) The bridge contractor must be on the ALDOT pre-approved bidders list.
- (b) The developer is required to employ a certified bridge inspector (CBI) to observe and inspect all bridge construction activity.
- (c) A static or dynamic load test will be allowed to determine bearing capacity of pilings. The Baldwin County Engineer or his designee must be present for all load testing. A minimum of 3 days notice must be given to the Baldwin County Engineer or his/her designee by the contractor for this testing.
- (d) The contractor shall provide pile driving hammer data at the time of the Pre-construction Conference. [see Section 5.15(a)].
- (e) Pile driving hammers must be approved by a geotechnical engineer and by the County Engineer or his/her designee prior to mobilization.

§ 5.11 Drainage Systems

§ 5.11.1 General Policy

The main objective of drainage design shall be the safety of the traveling public with the protection of County and private property consistent with good engineering practice.

§ 5.11.2 Drainage System Standards

- (a) *General Requirements.* The responsible Design Engineer shall not submit any plat of a subdivision which does not make provision for storm water runoff as required by these regulations. The storm water drainage system shall be separate and independent of any sanitary sewer system.

The applicant shall submit a design narrative and complete drainage calculations, including but not limited to, assumptions, maps, and computations for each inlet, pipe, or ditch section. The design data and calculations shall be prepared, sealed and submitted by a Professional Engineer, licensed in the State of Alabama. The design narrative shall summarize the assumptions, calculations, and results of the design for the whole project as well as each drainage basin. The design engineer shall submit the design calculations in the format as described in the "Baldwin County Highway Department Stormwater Calculations, Submittal Requirements" (attached as Appendix 2).

Fill may be used to alter the existing grades, provided that proposed fill does not restrict the flow of water from adjacent properties or unnaturally redirect stormwater to adjacent properties.

When a proposed new drainage system will divert water into an unnatural water system or on private land adjacent to the subdivision, drainage rights must be secured by the applicant and indicated on the Final Plat.

The applicant shall be required to carry away by pipe or open ditch any spring or surface water that exists either previously to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or in common areas with perpetual unobstructed drainage easements of sufficient width, (see Section 5.11.6(b)).

Provision shall be made for the disposal of storm waters into existing channels, pipes, or body of water.

(b) *Accommodation of Upstream Drainage Areas.* The method used to accommodate potential development from the upstream properties must be identified in the design calculations.

(c) *Effect on Downstream Drainage Areas.* The Design Engineer shall review the effect of each subdivision on existing downstream drainage facilities outside the area of the subdivision. Where it is anticipated that the additional runoff incident to the development of the subdivision will overload an existing downstream drainage facility, the County Engineer, or his/her designee, may withhold approval of the subdivision until provision has been made for the necessary downstream improvement.

§ 5.11.3 Drainage Systems

(a) Inlets shall be provided so that surface water is not carried across any intersection, or for a distance of more than 600 feet in the gutter. When calculations indicate that curb capacities are exceeded at a point, catch basins shall be used to intercept flow at that point. The spread of surface water carried in the gutter shall not exceed ½ of the design lane width. For storm event criteria, see the Baldwin County Design Standards for New Road Construction.

(b) For storm event criteria for drainageways, drainage systems, bridges and box culverts, see the *Baldwin County Design Standards for New Road Construction* (attached as Appendix 4). In all cases the design engineer must analyze the backwater that is produced and verify that no upstream property is being flooded or otherwise adversely affected.

(c) All roadway cross drain pipes and common driveway culvert pipes shall be reinforced concrete and have a minimum size of 18 inches in diameter, or an equivalent arch pipe. Only pipe that meets specifications equaling Alabama Department of Transportation Specifications or Baldwin County Highway Department Standards will be acceptable. Pipes outside the travelway may be other ALDOT approved materials.

(d) Where the proposed subdivision has open ditches, a maximum of 3 to 1 side slopes and flat bottom ditch is required. V-bottom ditches or other special designs will be permitted in special cases as approved by the County Engineer, or his/her designee. Calculations shall show the volume and velocity for each different ditch section. Ditch lining shall be designed based on the stormwater velocity calculations. The longitudinal grade shall not be less than 0.3%.

Where proposed lots will gain access across an existing or a proposed roadside ditch, calculations shall be submitted that show the required size of future driveway culverts. These culvert sizes must be shown on the Final Plat.

(e) The method of determining stormwater runoff shall be as follows: for areas less than 200 acres, the engineer may use the Rational Method for determining inlet spacing, roadway spread, and the sizing of opened and closed pipe network and collection basins. The Kirpich Equation shall be the only method which may be used to determine the time of concentration. For areas greater than 200 acres, the engineer may use Regression Equations (rural or urban) or SCS Method only.

(f) Calculations shall include a scale map of the off-site and on-site drainage areas; and the slope, type, size, flow, velocity, and the headwater and tailwater elevations for each pipe and structure.

(g) *Headwalls and Riprap.* A minimum 3:1 concrete sloped paved headwall shall be required on all pipe culverts. 4:1 concrete sloped paved headwalls are required on pipe culverts that are parallel to traffic flow. Special types of headwalls, rip-rap, and other materials may be required by the County Engineer or his/her designee when deemed necessary for erosion control, protection of existing downstream drainage facilities, and roadside safety. All headwalls and riprap installed pursuant to these regulations shall comply with the standards imposed by the Alabama Department of Transportation.

§ 5.11.4 Drainage System Plan Requirements

The Design Engineer shall submit detailed drainage plans and calculations to the County for review and approval. Said plans and calculations shall be prepared, signed and sealed by a Professional Engineer licensed in the State of Alabama and shall contain the following information:

- (a) Topography map of proposed developed areas showing existing and proposed contours at 1 foot intervals of the entire property and full width of all adjacent rights-of-way. Topographic information shall be based on the NAVD 88 datum. Elevations must be field verified. Greater intervals may be allowed, if approved by the County Engineer or his/her designee.
- (b) Existing drainage system, including, but not limited to, pipes, culverts, inlets, ditches, and ponds.
- (c) Proposed drainage system, including pipes, culverts, junction boxes, inlets, ditches, retention/detention facilities, and an outline of the on-site drainage areas for each inlet and ditch cross-section. All proposed pipes, culverts, junction boxes and inlets shall be labeled and presented in tabular form on the overall drainage plan, and the plan view of all Plan/Profile sheets.
- (d) Structure location, type and size of all drainage structures, and the Inlet and Outlet Flow line Elevation.
- (e) Cross-section of each ditch section.
- (f) Other pertinent information necessary for review of the drainage plans as may be required by the County Engineer, or his/her designee.

§ 5.11.5 Drainage System Construction Requirements

- (a) All pipes shall be placed in excavated trenches to the line and grade shown on the plans.
- (b) All methods and materials used to construct and install all drainage pipes and structures shall adhere to current ALDOT specifications and Standard Drawings. Structures proposed under traffic must be poured in place or precast concrete as per ALDOT Standard Drawings.

Plastic pipe with less than 24" of cover will require anchor details.

(c) For cross drain pipes, common driveway culvert pipes, or other stormwater pipes located under the driving surface or curbing, and for all other side drain pipes and pipes located outside of the right-of-way, a junction box suitable for maintenance and inspection access shall be provided at least every 300 feet and at each angle point and at each change in grade.

(d) Where type "S" inlets are used in conjunction with valley gutters, construction plans must show a smooth and gradual transition from gutter to inlet not less than 60 inches.

(e) Unless otherwise approved by the County Engineer, all junction boxes shall be poured-in-place concrete or pre-cast concrete as per ALDOT Standard Drawings.

§ 5.11.6 Dedication of Drainage System Easements

(a) *General Requirements.* Where a subdivision is traversed by a watercourse, drainage way, channel, or stream, there shall be provided a stormwater or drainage easement conforming substantially to the lines of such water course, and of such width and construction or both as will be necessary for the purpose as determined by the County Engineer or his designee. Easement width must allow for maintenance access.

(b) *Drainage Easements.* Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, common areas with perpetual unobstructed easements at least 20 feet in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. All existing and proposed easements shall be clearly indicated in the plan view of the proposed subdivision as depicted in the application for Development Permit and Final Plats. Such easements will vary in width according to depth of structure. Where drainage facilities are adjacent to public rights-of-way or public property, no fence, hedgerow or other obstruction may be placed in such a manner as to obstruct access to the drainage facilities from such public right-of-way or public property. A note shall be added to the Final Plat that specifies the maintenance responsibilities of any drainage easements and common areas. The note shall also include a statement that Baldwin County will not be responsible for maintenance of said common areas or drainage easements.

(c) *Side and Rear Lot Lines:* A minimum 15 foot (total width) drainage easement shall be provided along all side and rear lot lines to allow for the proper drainage of stormwater from both rear yards and off-site areas.

§ 5.11.7 Drainage System Plan Sheet Requirements

A generalized drainage plan must be submitted at the time of Development Permit application and shall at a minimum:

- (a) Be on a sheet the same size as that submitted at the time of Development Permit application and be at the same scale;
- (b) Show the layout of the proposed lots and common areas;
- (c) Show the existing one (1) foot contours of the subject property and all adjacent rights-of-way;
- (d) Show the proposed flow direction of all stormwater;
- (e) Show the proposed location of a stormwater management facilities;
- (f) Show the location of all existing drainage structures within 100 feet of proposed development;
- (g) Show design Q at each outfall structure;
- (h) Show FEMA flood zones;

- (i) Show all jurisdictional wetlands.

Section 5.12 Stormwater Detention/Retention Management

§ 5.12.1 General

Developments which produce an increase in the amount of stormwater runoff will be required to construct storm water management facilities. The design engineer shall submit detailed engineering calculations and plans to the Baldwin County Engineer including historical runoff, developed runoff, developed runoff with detention/retention, stormwater facility details, method of discharge, and other information as required for review. Post development release rates shall not exceed pre-development rates.

The developer and design engineer shall also include the method of maintenance for the detention/retention pond after the development is completed. Retention/Detention facilities shall be owned, operated and maintained by development entities and shall not be accepted for maintenance by the Baldwin County Commission. Provisions shall be made to address 100 year storm events to ensure that retention/detention facilities survive such events.

The County has begun a series of studies to gain an understanding of how land use changes affect the entire watershed, not just the adjacent property. The County has completed studies of the Fish River watershed, Magnolia River watershed, and Wolf Bay watershed. Any development which is proposed within the area of these watershed studies shall be subject to additional guidelines and requirements applicable to such area as shown in Section 5.12.2(d). Maps of these watersheds are attached to these regulations and marked as Appendix 5. As studies are completed for additional watersheds in Baldwin County, those areas shall become subject to the additional requirements imposed by this chapter.

§ 5.12.2 Minimum Requirements for Stormwater Detention/Retention and Design Criteria

(a) *Liability.* The design criteria establish minimum elements of design which must be implemented with good engineering and good workmanship. Use of the information contained herein for placement of any structure or use of land, shall not constitute a representation, guarantee, or warranty of any kind by Baldwin County Commission, its offices or employees, of the practicability, adequacy or safety and shall not create liability upon or cause action against any such public body, office, or employee for any damage that may result pursuant thereto.

(b) *Engineer's Seal.* All plans, specifications, and calculations submitted for review and/or approval shall be prepared and signed by a licensed engineer, and shall meet the minimum standards and requirements of the County, and other applicable authorities. Each of the plan, profile and special drawing sheets for a project shall bear a legible stamp of the Professional Engineer in charge. If the name or license number is not clear, the signature and number shall be added. It is imperative that the professional design engineer be qualified in the area of drainage per the State of Alabama registration laws.

(c) *Pre-Design Conference.* The developer and Design Engineer are encouraged to contact the County for a pre-design conference at the conceptual stage of the project. Such conference would be mutually beneficial to outline the complexity and scope of design, applicability of criteria and elimination of possible items of conflict during the review process. Subsequent conferences, during the preparation of plans may be arranged by the consulting engineer or the developer to obtain preliminary, informal decisions on items in need of clarification.

(d) *Method of Calculation.* The SCS Method will be the only accepted method used to determine the sizing of stormwater detention/retention areas. The Rational Method will not be permitted for such use. See Figure 1 for an example of a Discharge Hydrograph.

(1) *Areas Outside of Watershed Studies:*

Differential runoff evaluation consists of determination of rates of runoff before and after development, determination of required volume of retention/detention and verification of adequacy of discharge and control structures. Design shall be based on at least the worst case scenario of runoff up to and including a 100 year, 24 hour rainfall event. This shall be based on sound engineering criteria and computations shall be submitted to the County Engineer for review. Post-development discharge from retention/detention facilities shall be equal to or less than pre-development conditions for a 2, 5, 10, 25, 50 & 100 year storm event. In no case shall the discharge from a drainage basin exceed the hydraulic capabilities of the downstream drainage structures and facilities.

(2) *Areas within the Fish River Watershed :*

North of the red line delineated on the County Fish River Watershed Map and in the Fairhope area shall follow the same requirements of (d)(1). Areas south of the red line and until the regional ponds are constructed, each land use change shall be modeled in the Fish River Study Model at the discretion of the County Engineer or his designee and designed to detain the 2, 5, 10, and 25 year events and withstand the 100 year event. Some areas may be required to detain the 100 year event after the regional ponds are constructed. The area south of the red line will only detain 2, 5, 10, and 25 year events.

(3) *Areas within the Wolf Bay Watershed:*

Areas north of the red line delineated on the Wolf Bay Watershed Map shall be subject to the same requirements as set forth in section 5.12.2(d)(1). For areas south of the red line, and until the regional detention ponds are constructed, each proposed subdivision in the Wolf Bay watershed shall be modeled according to the Wolf Bay Study Model at the discretion of the County Engineer or his designee, and shall be designed to detain the 2, 5, 10, and 25 year events and withstand the 100 year event. Some areas may be required to detain the 100 year event after the regional ponds are constructed. The area south of the red line will only detain 2, 5, 10, and 25 year events.

(e) *General Location.* Retention/detention facilities shall be located within the parcel limits of the project under consideration. No retention/detention or ponding will be permitted within public road rights-of-way or within the Highway Construction Setback Line as per Act No. 94-572 of the Legislature of Alabama. Location of retention/detention facilities off-site will be considered by special request if proper documentation is submitted with reference to practicality, feasibility and proof of ownership or right-of-use of the area proposed. No retention/detention facility shall be located in jurisdictional wetlands, unless approved by the United States Army Corps of Engineers.

Any existing onsite areas that currently retain stormwater shall be preserved within common areas and in their current state. If approved by the County Engineer, a developer may fill in said areas if there are no wetlands involved, and if similar storage capacity is provided onsite and in the same drainage basin.

In locations where the discharge from a development will be directly into a tidally influenced body of water, the County Engineer may consider waiving the stormwater management requirement, upon request by the design engineer. The County Engineer has the sole discretion of whether or not this will be allowed. This will not alleviate the developer from any erosion/sedimentation control requirements or

requirements of other governmental agencies. However, the development will be required to control velocities of stormwater leaving the site.

(f) *Common Area.* It is required that retention/detention facilities along with access to those facilities shall always be located in common areas. Projects developed under these procedures shall establish (in the recorded plat) common areas for the retention/detention facilities and include provisions for maintenance in the Trust Indentures.

(g) The entire reservoir area of the open channel shall be seeded, fertilized and mulched, sodded, paved, or lined prior to Final Plat approval.

(h) The hydraulic elevations resulting from channel retention/detention shall not adversely affect adjoining properties.

(i) *Permanent Lakes.* Permanent lakes with fluctuating volume controls may be used as retention/detention areas provided that the limits of maximum ponding elevations are no closer than 30 feet horizontally from any building and less than 2 feet below the lowest sill elevation of any building.

1. Maximum side slopes for the fluctuating area of permanent lakes shall be one (1) foot vertical to 3 feet horizontal (3:1) unless proper provisions are included for safety, stability and ease of maintenance.
2. Special consideration is suggested to safety and accessibility for children in design of permanent lakes in residential areas.
3. Viability of the permanent impoundment shall be considered. An acceptable guideline is to make the area of the permanent pool no greater than one-tenth the size of the tributary drainage area. It is suggested that the minimum depth of 25 percent of the permanent pool area be no less than 8 feet. Allowances for silting under denuded soil conditions (during construction) for a period no less than one year, is also recommended.
4. The entire fluctuating area of the permanent reservoir shall be seeded, fertilized and mulched, sodded or paved prior to release of surety if required by the County. Any area susceptible to or designed as overflow by higher design intensity rainfall, as indicated previously, shall be sodded or paved.

(j) *Other Methods.* Other methods of retention/detention such as seepage pits, french drains, etc. are subject to approval by the County Engineer. If other methods are proposed, the design engineer shall submit documentation, including but not limited to, soils data, percolation data, geological features, maintenance procedures, etc. for review and consideration.

(k) *Verification of Adequacy.* Analysis of all elements of design is always performed by the Design Engineer. The following outline is provided to ascertain that certain critical elements of design are in workable compliance with the aims of design:

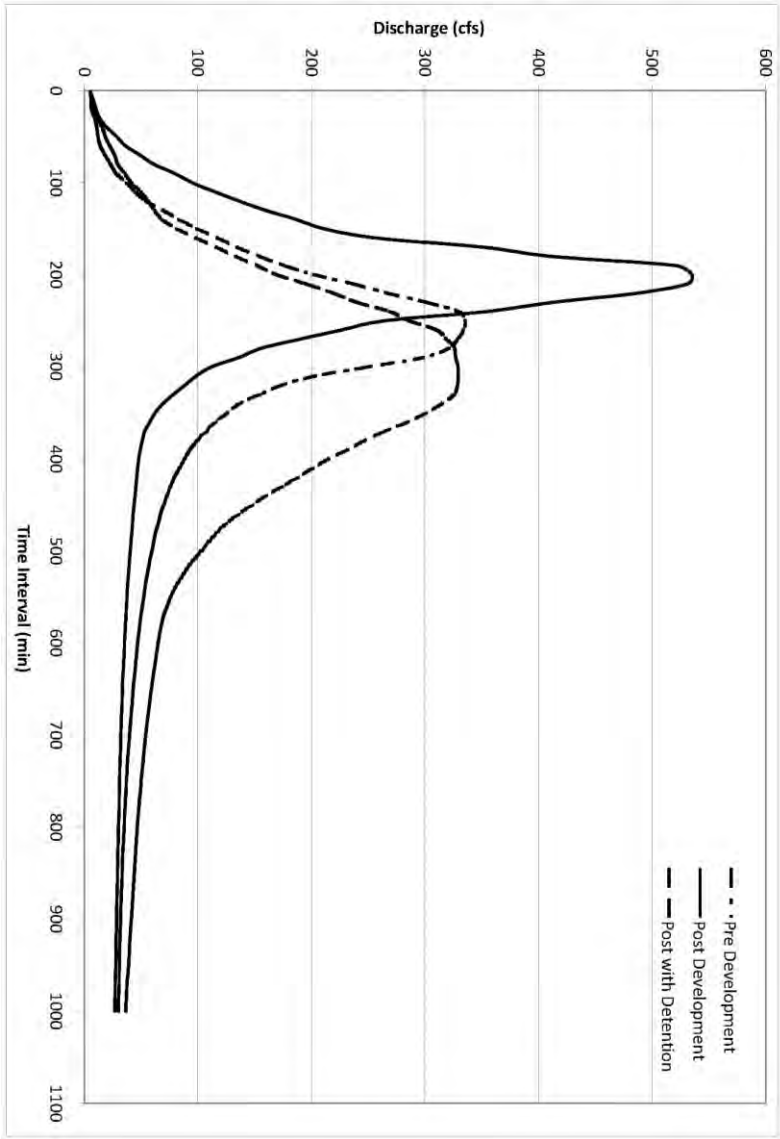
1. proof of adequacy of volume of retention for each drainage basin
2. tributary (Q) peak runoff to basin
3. balanced maximum outflow rate from the low-flow structure
4. ratios of inflow to outflow
5. sizing of the overflow facilities
6. stability of dikes

7. safety features
8. maintenance features
9. routing calculations in legible tabulated form
10. "Pre-development", "Post-development" and Post-development with detention intensity/duration graphic shall be submitted to illustrate compliance. See Example Figure 1.
11. Projects involving complexity of design may require more documented verification

Calculations shall be submitted that demonstrate adequacy of system for a 2, 5, 10, 25, 50 & 100 year storm event. Features of stability and safety may also need to be documented if the scope of the project requires special attention in this area of design.

(l) *Control Structures.* Retention/detention facilities shall be provided with obvious and effective control structures. Plan view and sections of the structure with details shall be included in plans. In no case shall the discharge from a drainage basin exceed the hydraulic capabilities of the downstream drainage structures and facilities. Care should be taken in evaluating the following items (1-3) in the design of the outlet control structure.

1. The maximum overflow opening or emergency spillway shall be designed to accept the total peak runoff of the improved tributary area during the base flood.
2. Proper engineering judgment shall be exercised in analysis of secondary routing of discharge of greater intensity than the basic design storm in order to avoid economic losses or damage downstream. Review with the maximum probable precipitation event is recommended.
3. When existing downstream pipe sizing, outside the developers control jurisdiction, is inadequate, an evaluation for undersizing of pipes may be performed by the developer and evaluated by the County Engineer. In no case shall the discharge from a drainage basin exceed the hydraulic capabilities of the downstream drainage structures and facilities.



Example
(Figure 1)

§ 5.12.3 Stormwater Detention/Retention Plan Sheet Requirements

The Design Engineer shall submit detailed plans for review and approval. Said plans shall be prepared by a Professional Engineer licensed in the State of Alabama and shall contain the following information:

- (a) Topography map of the proposed retention/detention facility area(s);
- (b) Existing and proposed contour lines at 1 foot intervals of the entire property and full width of all adjacent rights-of-way. Topographic information shall be based on the NAVD 88 datum. Elevations must be field verified. Greater intervals may be allowed, if approved by the County Engineer or his/her designee;
- (c) All proposed pipes, control structures, headwalls, riprap, junction boxes, including location, size, and flow line elevations;
- (d) Detailed drawings of the control structure(s);
- (e) Cross sections of each storm water facility.

§ 5.12.4 Maintenance

Retention/Detention facilities are to be built in conjunction with the storm sewer installation and/or grading. Since these facilities are intended to control increased runoff, they must be partially or fully operational prior to the clearing of the vegetation and subsequent construction. Silt and debris connected with early construction shall be removed periodically from the retention/detention area and control structure in order to maintain design storage capacity.

The responsibility for maintenance of the retention/detention facilities and drainage structures within designated drainage easements shall remain with the developer until such time as responsibility is transferred to a property owners'/home owners' association. The developer (and after the transfer or responsibility, the property owner's association) shall keep such retention/detention facilities free of silt, debris, undergrowth and any vegetation which would interfere with the proper function thereof. The association shall clearly and explicitly accept responsibility for maintenance. These maintenance requirements do not imply that any drainage structures or systems are or will become the maintenance responsibility of Baldwin County Commission. A letter from the owner/developer indicating the chain of responsibility for maintenance of all drainage structures or systems along with a copy of the proposed instrument of organization for the property owners'/home owners' association shall be submitted with the Final Plat submittal.

§ 5.13 Erosion and Sedimentation

§ 5.13.1 General

During construction accelerated erosion may occur during storm water runoff with a proportionate increase in visible erosion, scour and siltation both within and outside of the construction site. The following provisions impose requirements on persons engaged in land disturbing activities which require planning and implementation of effective sedimentation controls for subdivision development sites.

The Design Engineer shall submit an ADEM-approved Construction Best Management Practices Plan. Said plan shall be prepared by a Professional Engineer licensed in the State of Alabama. If the County

Engineer determines, upon review of such plan, that additional erosion control items may be required, the applicant shall include such requested items on the erosion control sheets in the Construction Plans.

(a) *Construction Requirements.* The erosion and sedimentation control plan shall be a part of the construction plans and shall meet the requirements of ADEM prior to the commencement of any land-disturbing activity including but not limited to tree cutting and root removal. In priority sites as determined by ADEM, the County Engineer, in his discretion, may require more strict standards.

(b) *Protection of Property.* Persons engaged in land-disturbing activities shall take all measures to protect all public and private property, including roadways, from damage by such activities.

(c) *More Restrictive Rules Shall Apply.* Whenever there is a conflict between Federal, State, or Local Laws, Ordinances, Rules and Regulations, Orders, and Decrees the more restrictive provision shall apply.

§ 5.13.2 Periodic Inspections and Maintenance

(a) *Notification.* The applicant shall notify the County Engineer or his/her designee as soon as the initial BMPs have been installed so that an inspection of the BMPs can be made. Such inspection shall be made within 2 working days of said notice. No land disturbing activities, except those necessary to install the BMPs, shall take place until after the inspection is complete and approved.

(b) *Inspection.* The County may perform periodic inspections of the BMPs on the job site. Upon finding that erosion and sedimentation is taking place; or that the proposed BMPs are not installed, installed incorrectly, or not operating properly, the applicant will be notified verbally and in writing that all work affecting the BMPs in question shall be suspended until functioning BMPs are installed. ADEM monitoring reports may be requested by the County Engineer from time to time.

(c) *Responsibility for maintenance.* The person engaged in or conducting the land-disturbing activity shall be responsible for maintaining all temporary and permanent erosion and sedimentation measures and facilities during the development of a site. The responsibility for maintaining all permanent erosion and sedimentation control measures and facilities after site development is completed shall lie with the landowner, until such time vegetative cover and site stabilization is achieved. Maintenance of these facilities lies with the landowner until assumed by other parties.

§ 5.14 Special Requirements for Nonresidential Subdivisions

In addition to the principles and standards in these regulations which are applicable to the planning of all subdivisions, the applicant shall demonstrate to the satisfaction of the Baldwin County Planning and Zoning Commission and the County Engineer that the street, parcel, and block pattern proposed is specifically adapted to the uses anticipated and takes into account other uses in the vicinity. The following principles and standards shall be observed.

(a) Proposed nonresidential street layout, blocks, and parcels shall be suitable, in area and dimensions, for the types of development anticipated.

(b) Streets carrying nonresidential traffic, especially truck traffic, shall not be extended to the boundaries of adjacent existing or potential residential areas, nor connected to streets intended for predominantly residential traffic, but shall be connected insofar as is possible to expressways, arterial, or collector streets in such a way that the number of intersections with such expressways, arterial, or collectors shall be minimized.

- (c) Street rights-of-way and pavement shall be in accordance with *the Baldwin County Design Standards for New Road Construction* (attached as Appendix 4), to accommodate the type and volume of traffic anticipated to be generated thereon.
- (d) The applicant shall insure that the nonresidential subdivision as a whole may be self-sufficient with regard to providing necessary off-street parking. The applicant may make parking self-sufficiency a requirement of individual lots.
- (e) With respect to physical improvements, special requirements may be imposed by the Baldwin County Planning and Zoning Commission with the advice of the County Engineer, or his/her designee, within the nonresidential subdivision.
- (f) Every effort shall be made to protect adjacent residential areas from potential nuisances from nonresidential subdivisions, including the provision of extra depth in parcels backing up on existing or potential residential developments and provision for a permanently landscaped buffer strip when necessary.
- (g) Nonresidential subdivisions shall adhere to *Section 5.11 Drainage Systems*, *Section 5.12 Stormwater Detention/Retention Management* and *Section 5.13 Erosion and Sedimentation*. The applicant may make drainage self-sufficiency a requirement of individual lots.

§ 5.15 Construction Requirements

Construction of all roads and bridges shall meet the following minimum requirements and conform to the current Alabama Department of Transportation's "Standard Specifications for Highway Construction". Best Management Practices for erosion control shall be used throughout construction and development. The developer shall be responsible for all erosion control in accordance with ADEM regulations and for securing any permits required by ADEM. **A Subdivision Permit is required from the County Engineer before the construction of any improvements can begin.**

(a) Pre-Construction Conference: It shall be the duty and responsibility of the developer or contractor to schedule and coordinate a Pre-Construction Conference with all involved parties prior to the beginning of construction. Once this conference has taken place and all requirements have been met, the County Engineer will issue the Subdivision Permit and construction may begin. All contractors must be properly licensed in the State of Alabama. A copy of the current Alabama General Contractor's License of the prime contractor shall be provided to Baldwin County Engineer or his/her designee at the Pre-Construction Conference.

(b) Notification of Work: It shall be the duty and responsibility of the developer or contractor to give written notice to the County Engineer or his/her designee, one working day prior to starting any phase of construction. The developer or contractor shall notify the County Engineer or his authorized agent in writing the day work is resumed after a delay of more than five (5) working days. This includes all phases of construction, clearing, grading, drainage, gutters, inlets, base, surfacing and any work that pertains to the street, road or development. After all BMPs have been installed and/or constructed, but before any other construction takes place, the contractor shall notify the County Engineer to inspect the required BMPs in accordance with Section 5.13.2(a) of these regulations. **FAILURE TO PROVIDE PROPER NOTIFICATION AS SPECIFIED SHALL BE GROUNDS FOR NON-ACCEPTANCE OF ROADWAYS BY THE BALDWIN COUNTY COMMISSION.**

(c) Testing: All testing shall be conducted using the services of a qualified geotechnical engineer preapproved by the County Engineer. The tests normally consist of, but are not limited to:

1. Soil Gradation;
2. Optimum Moisture Content tests on embankment, subgrade and base material;
3. Soil Compaction test on subgrade and base material;
4. In-place asphalt density analysis of road building materials;
5. 28 day compressive strength of concrete;
6. Hydro-static test of water and pressurized sewer system as required by utility provider;
7. Air test of gravity sewer line as required by utility provider.
8. For bridge testing, see Appendix 3.

The developer shall notify the County Engineer, or his/her designee, twenty-four hours prior to any required tests. Copies of all test reports are to be provided to the County Engineer before additional construction occurs. In the event problems exist that require remedial actions or design, the developer shall be required to submit revised engineering plans to the County Engineer before construction will be allowed to proceed.

(d) Clearing and Grubbing: All rights-of-way shall be cleared of all vegetation, trees (unless approved to remain), stumps, rocks and other objectionable or unsuitable material prior to grading or filling unless otherwise approved, in writing, by the County Engineer or his/her designee.

(e) Embankment Sections: The County Engineer will have the right to approve all borrow sources; however this does not relieve the developer from full responsibility for the quality of material used. Roadway fill or embankment of earth material shall be placed in uniform layers, full width, and not exceeding six inch thickness (loose measurement). Each layer shall be compacted so that a uniform specified density is obtained. Compaction tests shall be run at the frequency and location as directed by the County Engineer or his/her designee. Additional layers of fill shall not be added until directed by the County Engineer. For all density requirements refer to the current Alabama Department of Transportation "Standard Specifications for Highway Construction".

(f) Subgrade: Auger borings shall be done every 300 feet measured along the center line of roadway with a minimum of one auger per roadway. Hand auger will be acceptable. The subgrade shall be compacted and properly shaped prior to the placing of base material. Roadbed processing shall be performed in accordance with section 230 of the current ALDOT Standards Specifications for Highway Construction. The subgrade shall be full width and extend twelve (12) inches outside of base. The subgrade shall be proof rolled, under the supervision of the County Engineer or his/her designee, with a fully loaded (minimum 20 cy) tandem axle dump truck to check for soft or yielding areas. Any unsuitable material shall be removed and replaced with a suitable material compacted to required density.

(g) Base: Base course shall meet the requirements according to the current Alabama Department of Transportation "Standard Specifications for Highway Construction". Base course shall have a minimum thickness as required by the *Baldwin County Design Standards for New Road Construction* (attached as Appendix 4), and shall extend twelve (12) inches outside of curb sections or twenty four (24) inches from the edge of asphalt, whichever is greater. The density requirements for compaction shall be in accordance with the current Alabama Department of Transportation "Standard Specifications for Highway Construction". Developer/Engineer may submit an alternate base design method for approval by the County Engineer. Design shall be based on a proven and accepted engineering test or method for the site conditions that exist.

(h) Roadway Pavement: All roads and/or streets shall be paved and comply with the following:

1. All roads shall be improved according to the standards outlined in the *Baldwin County Design Standards for New Road Construction* (attached as Appendix 4).

2. Prior to the placement of pavement, a bituminous treatment A (prime) shall be placed and inspected by the County Engineer or his/her designee.
3. The finished wearing surface shall be uniform and free of defects. The County Engineer or his/her designee may require additional density tests in areas that appear questionable.

§ 5.16 Special Requirements for RV Parks / Campgrounds

If individual lots within proposed RV parks and campgrounds are to be sold, the development must proceed through the standard subdivision review process and shall comply with all applicable subdivision regulations. The following standards are applicable to RV parks and campgrounds which are to remain under unified ownership and control:

(a) Density/Number of Sites / Units – RV parks and campgrounds located within zoned districts of the County shall meet the applicable density requirements in the Zoning Ordinance. RV parks and campgrounds located in unzoned districts shall meet the following requirements in regards to number of site/units:

1. The maximum number of sites/units for RV parks and campgrounds shall be 15 sites/units per acre in order to allow for adequate site/unit size and spacing.
2. The applicant shall provide proof that electricity, water, sewer and fire protection, if available, are provided, either with onsite facilities or from a public provider, and are sufficient for the proposed development.

(b) Access – RV parks and campgrounds shall have direct access to a paved County, City, State or Federal highway or roadway. The applicant shall adhere to Section 5.5.3 in regards to existing roadways.

A traffic study shall be performed in accordance with Section 5.5.14 of these regulations for (a) developments containing 50 or more sites / units or (b) phases that increase the overall number of sites / units to 50 or more, or as required by the County Engineer.

(c) Internal Roadways - The internal roadways for RV parks and campgrounds shall be built by the developer and, at a minimum, shall provide safe travel for the residents and emergency responders. The internal roadways must be a minimum of 24 feet wide for two-way streets and 12 feet wide for one-way streets. The internal roadways must be improved with a suitable hard surface such as asphalt, concrete, limestone or other similar surface approved by the County Engineer. The internal roadways shall be maintained by the developer/owner and will not be maintained by Baldwin County. The following note shall be placed on the Final Site Plan:

The internal rights-of-way, roads, easements and drainage facilities are private and will be maintained by the developer / owner. The internal rights-of-way, roads, easements and drainage facilities will not be maintained by Baldwin County. If individual lots, sites, units, etc., are to be sold, the developer/owner shall be required to meet the current Baldwin County Subdivision Regulations in effect at that time, and the property shall be brought into compliance with those regulations prior to such sale or attempted sale.

(d) Stormwater Management - RV parks and campgrounds shall meet the stormwater requirements of the Baldwin County Subdivision Regulations.

(e) Utilities - Utilities shall be provided for the proposed development and shall be adequate for the number of sites / units. The applicant shall provide proof from the appropriate utility companies and/or Health Department that the proposed utilities are adequate for the development.

(f) Setbacks – RV parks and campgrounds located within zoned districts of the County shall meet the applicable setbacks in the Zoning Ordinance. RV parks and campgrounds located in unzoned districts shall meet the following setbacks:

1. RV parks and campgrounds sites / units shall be located a minimum of thirty (30) feet from any exterior property line or wetland.
2. Structures constructed or located on RV parks and campground sites / units must be separated from each other by at least ten (10) feet.
3. Refer to Section 5.4 (h) of these regulations for Highway Construction Setback requirements.

(g) Minimum Lot Size - The minimum lot size for RV parks and campgrounds shall be three (3) acres.

§ 5.17 Special Requirements for Apartments / Condominiums / Townhomes

The following standards are applicable to apartments, condominiums and townhomes:

(a) Density/Units – Apartments, condominiums and townhomes located within zoned districts of the County shall meet the applicable density requirements of the Zoning Ordinance. Apartments, condominiums and townhomes located in unzoned districts shall meet the following requirements in regards to number of units:

1. The maximum number of units for apartments, condominiums and townhomes shall be twelve (12) units per acre in order to allow for adequate unit size, access, open space and parking.
2. The applicant shall provide proof that electricity, water, sewer and fire protection, if available, are provided, either with onsite facilities or from a public provider, and are sufficient for the proposed development.

(b) Access – Apartments, condominiums and townhomes shall have direct access to a paved County, City, State or Federal highway or roadway. The applicant shall adhere to Section 5.5.3 in regards to existing roadways.

A traffic study shall be performed in accordance with Section 5.5.14 of these regulations for (a) developments containing 50 or more sites / units or (b) phases that increase the overall number of sites / units to 50 or more, or as required by the County Engineer.

(c) Internal Roadways - The internal roadways for apartments, condominiums and townhomes shall be built by the developer and, at a minimum, shall provide safe travel for the residents and emergency responders. The internal roadways shall meet the requirements of the Baldwin County Commission Design Standards for New Road Construction. The internal roadways shall be maintained by the developer/owner and will not be maintained by Baldwin County. The following note shall be placed on the Final Site Plan:

The internal rights-of-way, roads, easements and drainage facilities are private and will be maintained by the developer / owner. The internal rights-of-way, roads, easements and drainage facilities will not be maintained by Baldwin County.

(d) Parking – Parking for apartments, condominiums and townhomes shall be provided. Apartments, condominiums and townhomes located within zoned districts of the County shall meet the applicable parking requirements in the Zoning Ordinance. Apartments, condominiums and townhomes located in unzoned districts shall provide a minimum of 1 parking space per bedroom, but not to be fewer than 2 parking spaces per dwelling unit.

(e) Stormwater Management - Apartments, condominiums and townhomes shall meet the stormwater requirements of the *Baldwin County Subdivision Regulations*.

(f) Utilities - Utilities shall be provided for the proposed development and shall be adequate for the number of sites / units. The applicant shall provide proof from the appropriate utility companies and/or Health Department that the proposed utilities are adequate for the development.

(g) Setbacks – Apartments, condominiums and townhomes located within zoned districts of the County shall meet the applicable setbacks in the Zoning Ordinance. Apartments, condominiums and townhomes located in unzoned districts shall meet the following setbacks:

1. The setbacks for apartments, condominiums and townhomes shall be a minimum of 30 feet front, 30 feet rear and 10 feet sides.
2. In addition to the 10 foot minimum side setback, 1 foot of side setback shall be added for every 1 foot of building height greater than 35 feet.
3. A minimum 30 foot setback is required from all wetlands, including a minimum of 5 feet of a natural buffer.
4. Refer to Section 5.4 (h) of these regulations for Highway Construction Setback requirements.

(h) Minimum Lot Size - Apartments, condominiums and townhomes shall require a minimum lot size of 22,000 sq. ft.

§ 5.18 Special Requirements for Mobile Home Parks

If individual lots within proposed mobile home parks are to be sold, the development must proceed through the standard subdivision review process and shall comply with all applicable subdivision regulations. The following standards are applicable to mobile home parks which are to remain under unified ownership and control:

(a) Density/Number of Sites / Units – Mobile home parks located within zoned districts of the County shall meet the applicable density requirements in the Zoning Ordinance. Mobile home parks located in unzoned districts shall meet the following requirements in regards to the number of sites / units:

1. The maximum number of sites/units for mobile home parks shall be 6 sites/units per acre in order to allow for adequate site/unit size and spacing.
2. The applicant shall provide proof that electricity, water, sewer and fire protection, if available, are provided, either with onsite facilities or from a public provider, and are sufficient for the proposed development.

(b) Access – Mobile home parks shall have direct access to a paved County, City, State or Federal highway or roadway. The applicant shall adhere to Section 5.5.3 in regards to existing roadways.

A traffic study shall be performed in accordance with Section 5.5.14 of these regulations for (a) developments containing 50 or more sites / units or (b) phases that increase the overall number of sites / units to 50 or more, or as required by the County Engineer.

(c) Internal Roadways - The internal roadways for mobile home parks shall be built by the developer and, at a minimum, shall provide for safe travel for the residents and emergency responders. The internal roadways shall meet the requirements of the Baldwin County Commission Design Standards for New Road Construction. The internal roadways shall be maintained by the developer/owner and will not be maintained by Baldwin County. The following note shall be placed on the Final Site Plan:

The internal rights-of-way, roads, easements and drainage facilities are private and will be maintained by the developer / owner. The internal rights-of-way, roads, easements and drainage facilities will not be maintained by Baldwin County. If individual lots, sites, units, etc., are to be sold, the developer/owner shall be required to meet the current Baldwin County Subdivision Regulations in effect at that time, and the property shall be brought into compliance with those regulations prior to such sale or attempted sale.

(d) Stormwater Management - Mobile home parks shall meet the stormwater requirements of the Baldwin County Subdivision Regulations.

(e) Utilities - Utilities shall be provided for the proposed development and shall be adequate for the number of sites / units. The applicant shall provide proof from the appropriate utility companies and/or Health Department that the proposed utilities are adequate for the development.

(f) Setbacks – Mobile home parks located within zoned districts of the County shall meet the applicable setbacks in the Zoning Ordinance. Mobile home parks located in unzoned districts shall meet the following setbacks:

1. Mobile home sites / units shall be located a minimum of thirty (30) feet from any exterior property line or wetland.
2. Structures constructed or located on mobile home sites / units must be separated from each other by at least ten (10) feet.
3. Refer to Section 5.4 (h) of these regulations for Highway Construction Setback requirements.

(g) Minimum Lot Size - The minimum lot size for a mobile home park shall be one (1) acre.

§ 5.19 Additional Regulations Applicable in Flood Prone Areas

This section (5.19) is applicable only in flood prone areas within the County. Flood-prone areas shall include those areas within the boundaries of the Flood Insurance Rate Map (FIRM) established by FEMA as a Special Flood Hazard Area (100 year flood). The determination of whether a subdivision is subject to this section shall be made based on the map(s) in effect at the time of the submittal of the initial application.

§ 5.19.1 Development Within Floodways and Flood Prone Areas

Land within Floodways and Flood Prone Areas may be subdivided only in compliance with the Baldwin County Flood Damage Prevention Ordinance, these regulations, and all applicable federal, state and local regulations. Any plat approving the subdivision of land within a Floodway or Flood Prone Area shall contain the following statement:

“All or part of the property contained within this subdivision lies in a Floodway or Flood Prone Area as determined by the Federal Emergency Management Agency’s Federal Insurance Rate Map. Purchasers of property within this subdivision are advised that the

construction of improvements may be subject to additional insurance requirements and building regulations.”

§ 5.19.2 Development in Flood Prone Areas

Subdivisions constructed in Flood Prone Areas shall be subject to the following regulations, which are in addition to other applicable provisions of these subdivision regulations:

- (a) all subdivision proposals shall be consistent with the need to minimize flood damage;
- (b) all subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (c) all subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (d) base flood elevation data shall be provided for subdivision proposals and all other proposed developments, including manufactured home parks and subdivisions greater than five (5) acres.

Flood prone areas along existing watercourses shall be preserved and retained in their natural state within a common area or drainage easement, except where improvements are warranted as may be proposed by the applicant and approved by the Baldwin County Planning and Zoning Commission.

Article 6. Installation of Permanent Reference Points

§ 6.1 Permanent Reference Points

Prior to the approval of the Final Plat, permanent reference points shall have been placed in accordance with the following requirements:

§ 6.1.1 Subdivision Corner Tie

At least one corner of the subdivision shall be designated by course and distance (tie) from an accepted corner of the Government Survey of Baldwin County. The subdivision corner shall be marked with a monument and shall appear on the map with a description of bearings and distance from the Government Survey corner.

§ 6.1.2 Monuments

Concrete monuments must have a capped iron pin or stamped cap identifying the surveyor/firm and must be 4 inches in diameter or 4 inches square and 3 feet long with a flat top and shall be set at a minimum of 2 exterior corners of all subdivisions. The top of the monument shall have an indented mark to identify properly the location, and shall be set flush with the finished grade. Elevation based on the NAVD 88 datum shall be established on a permanent bench mark at a minimum of one (1) corner of the said concrete monuments and shall be shown on the Final Plat and construction plans.

§ 6.1.3 Property Markers

All lot corners not marked with a monument shall be marked with an iron pipe or iron pin not less than ½ inch in diameter or in width, and 24 inches long, and driven so as to be flush with the finished grade. Each marker shall be identified with a durable cap bearing the Alabama Registration Number of the land surveyor in responsible charge or the company Certificate of Authorization Number.

§ 6.2 Accuracy

Each and every Final Plat submitted for review shall conform to a level of accuracy in accordance with the current Standards of Practice for Land Surveying in the State of Alabama.

Article 7. Completion and Maintenance of Improvements**§ 7.1 Installation of Required Improvements**

The Developer shall be responsible for the construction of all required improvements to the subdivision. This may be accomplished by either the full installation of all required improvements by the Developer at the time the Final Plat is to be submitted, or by the provision of a financial guarantee of performance.

§ 7.2 Financial Guarantee of Performance

If a developer wishes to record a Final Plat prior to the completion of all required improvements, he/she may request that the Baldwin County Commission accept a financial guarantee of performance for the improvements not completed and approved.

§ 7.2.1 Subdivision Improvement Surety

The financial guarantee of performance by the developer shall be in the form of an acceptable surety and shall meet the following requirements:

(a) *Acceptance of Surety.* The surety must be reviewed by the County Engineer and Chief Legal Counsel, and accepted and approved by the County Commission;

(b) *Value of Surety.* The surety shall be of an amount equal to 150 percent of the cost (as estimated by an independent source and approved by the County Engineer or his/her designee) of installing all required improvements, including but not limited to grading, paving of the streets, installation of stormwater structures, installation of all required utilities, and fees encountered during construction of improvements. If a utility provider agrees to accept a surety for required improvements related to its utility, the Baldwin County Commission may reduce the amount of required surety by said amount. A surety must be valid for a period of at least 15 months from the date of acceptance by the County Commission.

§ 7.2.2 Failure to Complete Work

If by the expiration date of the approved Development Permit, the developer has not completed all necessary improvements or if in the opinion of the County Engineer or his/her designee said improvements have not been satisfactorily installed, a recommendation shall be prepared and submitted to the County Commission for approval to take such steps as may be necessary to require performance under the surety. If the construction of all required improvements is not completed by the expiration date of the approved Development Permit, the developer may request that an extension be granted. This must be done in writing before the expiration date. Before granting an extension, the County Commission may require that the amount of the surety be increased to reflect the current value of the required improvements. The surety validation period must also be extended for the requested extension time frame.

§ 7.2.3 Release of Guarantee

Upon inspection and approval by the County Engineer, submittal of certified As-builts and Final Test Reports, and in accordance with these regulations, the County Commission shall authorize the release of the financial guarantee of performance.

§ 7.3 Certification of Improvements

The applicant is required to retain the services of a Licensed Engineer to perform regular inspections during the construction process of the required improvements. Upon completion of the improvements the Licensed Engineer and the applicant shall complete, sign and submit to the County Engineer a Certification of Improvements form stipulating the following:

- (a) That all required improvements are complete;
- (b) That these improvements are in compliance with the minimum standards specified for their construction;
- (c) That the applicant knows of no defects from any cause in these improvements; and,
- (d) That these improvements are free and clear of any encumbrance or lien.

§ 7.4 Maintenance of Roadways and Drainage Improvements

The purpose of this section is to provide a defined methodology for the Baldwin County Commission to accept subdivision roadways and drainage improvements within dedicated public rights-of-way for maintenance once constructed by a subdivision developer and to further protect the interest of the citizens of Baldwin County and to identify the parties responsible for maintenance for of developments with rights-of-way that are to remain private. For subdivision developments containing dedicated public rights-of-way, Baldwin County will require a maintenance surety document to warrant the materials and workmanship of said required roadway and drainage improvements by the owner, developer and/or contractor for a period of twenty-four (24) months.

§ 7.4.1 Submittal Requirements

The owner shall submit the following items, prior to the Final Plat being signed by the County Engineer, in order for the County Commission to consider accepting maintenance of roadway and drainage improvements within a subdivision. These items shall not be submitted until after all required improvements have been completed and approved; however, they must be submitted before the Final Plat is signed by the County Engineer, and before the financial guarantee of performance is released as per section 7.2.3. No final plat shall be effective until such time as the maintenance surety document and financial guarantee of performance are received by the County Engineer;

- (a) A completed *Subdivision Roadway and Drainage Improvement Acceptance Agreement* form completed and signed by the Owner, Developer and Contractor and including all necessary Exhibits

Or;

- (b) For developments with roadway and drainage improvement not dedicated as public, the Developer must complete and submit a *Private Maintenance of Subdivision Roadways and Drainage Improvement* form;

§ 7.4.2 Maintenance Surety Document

The maintenance surety document is a financial guarantee of materials and workmanship of the roadway and drainage improvements within the public rights-of-way, is in an acceptable form, and shall without limitation meet the following requirements:

(a) *Acceptance of Maintenance Surety Document.* The surety document must first be reviewed by the County Engineer and Chief Legal Counsel, and then accepted and approved by the County Commission;

(b) *Value of Maintenance Surety Document.* The maintenance surety document shall be of an amount equal to or greater than 40 percent of the cost (*Itemized Engineer's Cost Estimate*) of the full construction of the required roadway and drainage improvements within the public rights-of-way, including but not limited to, grading, paving of the streets, and installation of stormwater structures. When the County Engineer identifies potential problems, conditions or reasons for further protection of the County and public funds a greater amount may be required by the County Engineer;

(c) *Term of Maintenance Surety Document.* A maintenance surety document must state that it is "valid for a period of time" as prescribed in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*. A twenty-four (24) month warranty period will begin to run upon the occurrence of both of the following (a) the County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements, within the public rights-of-way; and (b) the maintenance surety document in acceptable form is delivered to the Baldwin County Commission.

Notwithstanding the above requirements, this warranty period shall be automatically extended in the event that an invoice has been sent to the Owner and the time of the subject invoice conflicts with, or the necessary repairs extend beyond, the final date of the twenty-four (24) month warranty period. In such event, said maintenance surety document shall remain in full effect until the Baldwin County Commission releases said surety document following the fulfillment of all obligations to the Baldwin County Commission as required by the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

§ 7.4.3 Review and Acceptance Procedure Guidelines

(a) Prior to submitting the necessary maintenance surety document, the design engineer shall submit the *Itemized Engineer's Cost Estimate* to the County Engineer. The County Engineer will review the *Itemized Engineer's Cost Estimate* and either make comments accordingly or contact the Owner to coordinate receipt of said maintenance surety document and the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

(b) Once the said maintenance surety document and the complete *Subdivision Roadway and Drainage Improvement Acceptance Agreement* is received and accepted by the County Engineer, he/she will sign the original plat and copies and return to the Owner for recording.

(c) Once recorded the Owner must return five (5) copies of the recorded plat with recording information to the Baldwin County Planning Director.

(d) The County Engineer will then submit a Commission Agenda Item to the County Commission for them to consider accepting maintenance of the roadway and drainage improvements in the public rights-of-way subject to the terms of the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

(e) The County Commission may take action to accept or reject the roadways and drainage improvement for maintenance subject to the terms of the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

(f) If accepted, the Baldwin County Highway Department will begin maintaining the said roadways and drainage improvement within the public rights-of-way.

(g) These provisions are meant to be minimum guidelines for the Applicant, and are in no way meant to restrict the County from making other necessary requirements as the situation may warrant.

§ 7.4.4 Maintenance Procedure

(a) If maintenance is necessary as determined by the County Engineer and it is determined that the necessary repairs are urgent, the repairs may be made by the Baldwin County Highway Department or other entity as determined by Baldwin County and the Owner (as identified in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*) will be sent an itemized invoice of the said repairs and then given the opportunity to immediately reimburse the County Commission for the cost of said repairs. If the said Owner does not reimburse the County Commission for said repairs within 30 days from the date of the invoice, then the County Engineer will take the necessary actions to collect from the surety.

(b) If maintenance is necessary as determined by the County Engineer and it is determined that the necessary repairs are not urgent, the Owner (as identified in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*) will be sent a notice and given 15 days from the date of receipt of such notice to make the necessary repairs. The contractor will be required to obtain a License Agreement from the Baldwin County Highway Department, prior to making such repairs. If the said Owner does not make the necessary repairs then said repairs may be made by the Baldwin County Highway Department or other entity as determined by Baldwin County, and the Owner (as identified in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*) will be sent an itemized invoice of the said repairs and then given the opportunity to immediately reimburse the County Commission for the cost of said repairs. If the said Owner does not reimburse the County Commission for said repairs within 30 days from the date of the invoice, then the County Engineer will take the necessary actions to collect from the surety.

§ 7.4.5 Release of Guarantee

If the County Engineer considers the roadways and drainage improvements within the subject rights-of-way in good repair at the end of the twenty-four (24) month warranty period, then the County Engineer will recommend that the Baldwin County Commission release the maintenance surety document.

Article 8. Variances

§ 8.1 General

Where it is found that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, the Baldwin County Planning and Zoning Commission may approve variances to these subdivision regulations so that substantial justice may be done and the public interest secured, provided that such variance shall not have the effect of nullifying the intent and purpose of these regulations. The variance, if approved, shall be noted on the Final Plat. A variance shall not be approved unless there are findings based upon the evidence presented in each specific case that:

- (a) The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property;
- (b) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought;
- (c) Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out;
- (d) The variance will not in any manner vary the provisions of other adopted policies and regulations of the Baldwin County Commission.
- (e) Inconvenience, financial concerns, or self-imposed conditions shall not be considered as a hardship for the purpose of granting the variance.

§ 8.2 Submission of Variance Requests

Any subdivider wishing to obtain a variance from these regulations shall follow the following procedure. No Subdivision Variance Request will be considered to be placed on the agenda of the Baldwin County Planning and Zoning Commission meeting until all of the following requirements have been submitted.

§ 8.2.1 Application Procedure and Requirements

The applicant shall file with the Baldwin County Planning Director (to be acted upon by the Baldwin County Planning and Zoning Commission) an application for approval of the Subdivision Variance. A complete application shall:

- (a) Be made on Subdivision Variance forms available at the office of the Baldwin County Planning Director;
- (b) Be accompanied by the Subdivision Variance application fee according to the current schedule of fees established by the County Commission;
- (c) Be accompanied by one 11"x17" scale drawing and in digital format, if the nature of the variance requested is something that can be visibly demonstrated on such drawing;
- (d) Be submitted to the Baldwin County Planning Director at least 30 days prior to a regularly scheduled meeting of the Baldwin County Planning and Zoning Commission;

(e) Be accompanied by a written narrative explaining the variance being requested as well as the extraordinary hardships or practical difficulties that exist and how strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal.

§ 8.2.2 Subdivision Variance Review

After the Baldwin County Planning Director or his/her designee has reviewed the Subdivision Variance Request and other information, the Baldwin County Planning Director shall make a recommendation to the Baldwin County Planning and Zoning Commission whether in his/her opinion the Subdivision Variance should be granted. Should the County Engineer or his/her designee determine that the granting of the proposed Subdivision Variance will cause a public safety or road maintenance problem, the Baldwin County Planning and Zoning Commission shall not grant the request for the Subdivision Variance.

Notice of the recommendation of the Baldwin County Planning Director shall be sent to the owner or developer whose name and address appears on the submitted Subdivision Variance application by registered or certified mail at least ten (10) days before the recommendation shall be presented to the Baldwin County Planning and Zoning Commission for action. A similar notice shall be mailed to the owners of land immediately adjoining the platted land as their names appear upon the plats in the office of the Baldwin County Revenue Commissioner and as their addresses appear in the directory of the County or on the tax records of the County and to each utility affected thereby.

§ 8.2.3 Resubmission of Subdivision Variance

The Baldwin County Planning and Zoning Commission shall not consider a Subdivision Variance which has been resubmitted for approval after Baldwin County Planning and Zoning Commission disapproval, for a period of 12 months, unless site conditions have changed or the applicant has significantly revised the Subdivision Variance request. Applications for approval of a Subdivision Variance which have been previously disapproved shall be submitted in accordance with *Section 8.2.1: Application Procedure and Requirements*.

§ 8.3 Conditions

In approving variances, the Baldwin County Planning and Zoning Commission may require such conditions as will, in its judgment, secure substantially the objectives, standards or requirements of these regulations.

The Baldwin County Planning and Zoning Commission shall not grant any variance within a Floodway unless the developer submits a study approved by FEMA and prepared by a licensed professional engineer certifying that no increase in the base flood level would result from the proposed development. Within Floodways and Flood Prone Areas, variances shall be issued only upon a determination that the relief granted is the minimum necessary considering the flood hazard.

Article 9. Planned Developments

§ 9.1 Purpose

The regulations established in this article are intended to provide optional methods of subdividing which are characterized by a unified building and site development program providing for coordinated open space and to provide a mechanism for the development of multi-family (multi-unit) projects in zoned and unzoned areas of unincorporated Baldwin County.

§ 9.1.1 Municipal Extraterritorial Jurisdiction:

The provisions of this Chapter 9 shall apply to any subdivision lying within the extraterritorial jurisdiction of a municipality to the extent that the Baldwin County Planning and Zoning Commission has jurisdiction over the subdivision of such Planned Development pursuant to Alabama Code § 11-52-30, et seq. Any Planned Development (both Large and Small Scale), located in the extraterritorial jurisdiction of a municipality and subject to the provisions of Alabama Code § 11-52-30 et seq., over which a municipal planning commission properly exercises exclusive subdivision jurisdiction, shall be submitted, by the developer, exclusively to the municipality and the Baldwin County Planning Director, or in his absence the acting Baldwin County Planning Director, in accordance with Alabama Code §§ 11-52-30(b) et seq. In the event the proposed subdivision is subject to municipal subdivision regulations, but lies within the zoning jurisdiction of the Baldwin County Commission, such proposed subdivision shall comply with the subdivision regulations of the municipality and the zoning regulations of Baldwin County.

§ 9.2 Definitions

Words and phrases used in this section shall have the meanings as set forth in this section. Words and phrases not defined in this section but defined elsewhere in the subdivision regulations shall be given the meanings as set forth in such regulations. All other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise.

Large Scale Planned Developments: A Planned Development occupying 1000 contiguous acres or more, that is under unified control and is planned and developed as a whole in a single development operation or programmed series of development stages.

Small Scale Planned Developments: A Planned Development occupying at least 5 acres, but less than 1000 contiguous acres that is under unified control and is planned and developed as a whole in a single development operation or programmed series of development stages. A subdivision containing 2 units is exempt from this provision.

§ 9.3 Planned Developments, General

§9.3.1 Unified Control

Until such time as the Final Plat is approved and recorded, the parcel or parcels of land for a Planned Development shall be in unified control, and shall be owned or controlled by either a single person, corporation, agency, group of individuals or like organization. The applicant shall provide the County necessary documents to indicate ownership. No application shall be considered until this section is fully complied with. An application must be filed by the owner or authorized agent of all property included in the project. In the case of multiple ownerships, the approved final development plan shall be binding on all owners and any successors. The developer shall maintain and provide for unified control of the Planned Development until the project is complete. The entity designated to provide unified control

shall ensure that all conditions of development are met. Individual properties may be sold after appropriate approvals and recordings have been completed and that proper recordings have been made which insures the continuance of the Planned Development as approved. Responsibility for unified control may be assigned to an individual or entity such as a homeowner's association which shall provide for the maintenance of any common property and improvements.

§ 9.3.2 Development Standards for Planned Developments

A Planned Development shall meet the minimum development standards specified in *Article 5: Development Standards* except as provided below (In the event of a conflict between the Development Standards for Planned Developments set forth in this Section 9.3.2 and the Special Requirements for RVParks/Campgrounds set forth in Section 5.16, the Special Requirements for Apartments/Condominiums/Townhomes set forth in Section 5.17 and the Special Requirements for Mobile Home Parks set forth in Section 5.18, the standards set forth in the Special Requirements set forth in Section 5.16, 5.17 and 5.18 shall govern.):

(a) *Development area.* A Planned Development shall have a minimum development area of 5 contiguous acres.

(b) *Open space reservation.* In addition to the other provisions contained in this Article 9, the following open space reservation requirements shall apply to Planned Developments in the unincorporated areas of Baldwin County which have elected to come within the planning and zoning authority of the Baldwin County Commission:

(1) A minimum of 20% of the gross land area of the Planned Development shall be set aside for permanent open space for passive and/or active recreation such as parks, recreational facilities, pedestrian ways, and/or for conserving sensitive elements of the environment.

a. Steep slopes, internal street rights-of-way, driveways, off-street parking areas, and off-street loading areas or similar uses shall not be counted in determining open space.

b. A minimum of 50% of the required open space must be usable and accessible for passive or active recreation purposes. The usable open space shall not include steep slopes, streams, ponds, watercourses, jurisdictional wetlands, floodways and/or floodplains.

(2) The required open space shall be owned in common by the residents of the development or a trust, government entity or similar mechanism designed to ensure the perpetual intended use of the open space. Any open space set aside for conservation shall be subjected to a conservation easement granted to a qualified land trust, conservation organization or government agency. Such conservation easement shall be in legal form satisfactory to the County Attorney.

(c) *Lot size.* No minimum lot sizes are required so that housing can be clustered or otherwise concentrated or arranged in planned locations on the site to take advantage of its natural features; provided that the design shall not result in an increased density of lots that would otherwise result from a development based on the lot requirements described in Section 5.4(a) of these regulations;

(d) *Building Setbacks.*

(1) *Individual Lots.* An applicant may request a waiver from the minimum building setbacks outlined in the Development Matrix in Section 5.1.1 and in Section 5.4(h) . Such waiver to these

requirements may be approved in order to provide for better site design, clustering of units/dwelling or otherwise to meet the purpose as described in *Section 9.1* above; provided that such reduced setbacks will not threaten, compromise or create undue health or safety conditions or constitute a hazard to life, property or natural resources.

(2) Multi-family/multi-unit structures. The required setback from the property line or from other buildings shall be 20 feet for up to a building height of 35 feet, and shall be increased one (1) foot for each 10 feet of building height in excess of 35 feet.

(e) In approving a Planned Development, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission may, upon advice and consent of the County Engineer reduce the pavement width of any streets that would otherwise be required by the *Subdivision Regulations* and/or may waive the installation of curbs, gutters, and/or sidewalks if it finds that the reduction and/or waiver will:

- (1) improve site design;
- (2) protect the natural features of the site;
- (3) maintain harmony with neighboring uses;
- (4) promote the objectives and purpose of the master plan;
- (5) promote the intent and purpose of these regulations.

(f) An applicant who desires to reduce the pavement width of streets and/or obtain a waiver of the installation of curbs, gutters, and/or sidewalks as provided in *Section 9.3.2(e)* above shall submit a statement of justification for the reduction and/or waiver along with the site plan application.

§ 9.4 Large Scale Planned Development Procedures

Large Scale Planned Developments are required to obtain Conceptual Site Plan approval from both the Baldwin County Planning and Zoning Commission and the Baldwin County Commission. The following procedure must be completed in order to obtain approval of a Large Scale Planned Development.

§ 9.4.1 Conceptual Site Plan Application

The applicant shall file an application for approval of a Conceptual Site Plan with the Baldwin County Planning Director. No Conceptual Site Plan application will be considered by the Baldwin County Planning and Zoning Commission or the Baldwin County Commission until all of the following requirements have been met.

A complete application shall:

- (a) Be made on Conceptual Site Plan forms available at the offices of the Baldwin County Planning Director;
- (b) Be accompanied by the required application fee according to the current schedule of fees established by the County Commission for the particular category of application;

- (c) Be accompanied by a boundary survey at a suitable scale indicating property lines, topography, existing buildings, water courses, transmission lines, sewer lines, water lines and any public utility easements;
- (d) Be accompanied by one (1) full-size set of black or blueline prints of the proposed Conceptual Site Plan as outlined below, one (1) 11"x17" copy of the said proposed Conceptual Site Plan and seven (7) copies of the overall site plan to send to other agencies;
- (e) Be accompanied by a digital file of the proposed Conceptual Site Plan, in suitable format to the Baldwin County Planning Director;
- (f) Be submitted with a Utility Service Plan as outlined below;
- (g) Be submitted with a Conceptual Written Summary;
- (h) Be submitted to the Baldwin County Planning Director at least 30 days prior to a regularly scheduled meeting of the Baldwin County Planning and Zoning Commission;
- (i) Be accompanied by a transmittal letter listing all of the drawings, letters, attachments, and other information submitted for the application; and
- (j) Be accompanied by a traffic study consistent with the requirements of Section 5.5.14 of these regulations.

§ 9.4.2 Conceptual Site Plan Review

After the Baldwin County Planning Director or his/her designee has reviewed the site plan and supporting information, the Baldwin County Planning Director and County Engineer or his/her designee shall certify to the Baldwin County Planning and Zoning Commission whether the site plan meets the submittal requirements as specified in this Article. If it is determined by the Baldwin County Planning Director or County Engineer that any deficiency exists, the subdivision will not be considered by the Baldwin County Planning and Zoning Commission. If any deficiency exists, such deficiencies will be detailed and sent along with an accompanying letter to the applicant stating that the subdivision will not be placed on the Baldwin County Planning and Zoning Commission Agenda, until the deficiencies have been corrected.

If the proposed Conceptual Site Plan complies with the requirements of these Subdivision Regulations, it shall be approved by the Planning Commission. Should the site plan be determined by the Baldwin County Planning Director or County Engineer or his/her designee to be deficient in any regard, the Baldwin County Planning Director and County Engineer or his/her designee shall detail the deficiency to the Baldwin County Planning and Zoning Commission along with a recommendation that the Conceptual Site Plan be disapproved. Notice of the recommendation of the Baldwin County Planning Director and County Engineer or his/her designee shall be sent to the owner or developer whose name and address appears on the submitted site plan by registered or certified mail at least 10 days before the recommendation shall be presented to the Baldwin County Planning and Zoning Commission for action. A similar notice shall be mailed to the owners of land immediately adjoining the property as their names appear upon the plats in the office of the Baldwin County Revenue Commissioner and as their addresses appear in the directory of the County or on the tax records of the County and to each utility affected thereby.

If the Conceptual Site Plan is approved by the Baldwin County Planning and Zoning Commission, the Baldwin County Planning Director or his/her designee will prepare a Commission Agenda Item and shall

certify to the Baldwin County Commission whether the site plan meets the submittal requirements as specified in this Article. The Conceptual Site Plan will be discussed at a Commission Workshop prior to a public hearing and formal consideration by the Baldwin County Commission for action. Notice of the recommendation of the Baldwin County Planning Director and County Engineer or his/her designee shall be sent to the owner or developer whose name and address appears on the submitted site plan by registered or certified mail at least 10 days before the recommendation shall be presented to the Baldwin County Commission for action. A similar notice shall be mailed to the owners of land immediately adjoining the property as their names appear upon the plats in the office of the Baldwin County Revenue Commissioner and as their addresses appear in the directory of the County or on the tax records of the County and to each utility affected thereby. No Conceptual Site Plan shall be effective until such plan is approved by the Baldwin County Commission.

§ 9.4.3 Effective Period of Conceptual Site Plan Approval

- (a) Conceptual Site Plan approval shall be effective for a period two (2) years from the date of approval by the Baldwin County Commission. A Final Site Plan for the first phase shall be submitted for approval within this two (2) year period. Each successive phase must be submitted within two (2) years of the approval of the previous phase.

The developer shall have thirty (30) calendar days from the date of expiration to file for an extension. If no extension is requested the Conceptual Site Plan approval is automatically revoked. A maximum of three (3) – one (1) year extensions may be granted. If an extension is granted the proposed development must conform to the Subdivision Regulations in place at the time when the extension is granted. Extensions may be granted only upon a demonstration to the satisfaction of the Baldwin County Planning and Zoning Commission, that the need for extension results from an event that the developer could not have anticipated and controlled, which event or effect makes the commencement or continuation impossible or impracticable.

- (b) The developer shall submit a written report to the Baldwin County Planning Director each year after the initial date of approval and until all phases of development are complete. The report shall be submitted no later than thirty (30) days after the month and date of initial approval. If not submitted as required, then all permits and approvals will be withheld, until properly submitted. The report shall be considered an attachment to the original Planned Development application. The report shall include at a minimum the following:

- (1) General Project status;
- (2) Total number of lots platted or buildings constructed;
- (3) Total number of units constructed;
- (4) Infrastructure improvements complete to date;
- (5) Status of future phases if appropriate;
- (6) Completion of Phases;
- (7) Anticipated commencement of construction of future phases.

§ 9.4.4 Resubmission of Conceptual Site Plan

The Baldwin County Planning and Zoning Commission shall not reconsider, for a period of 4 months, a Planned Development Site Plan which has been disapproved the Baldwin County Planning and Zoning Commission or the Baldwin County Commission. If after 4 months the applicant has complied with the required changes and/or additions, a new application for a Conceptual Site Plan may be resubmitted. This submittal shall be in accordance with §§ 9.4.1: *Conceptual Site Plan Application* and 9.4.2: *Conceptual Site Plan Review*. This provision shall not apply to a resubmitted application containing material

modifications as compared to the original application previously denied by the Baldwin County Planning and Zoning Commission.

§ 9.4.5 Modification of Conceptual Site Plan

Any applicant wishing to revise, amend, alter or otherwise change an approved Conceptual Site Plan shall first submit a request to the Baldwin County Planning Director detailing the proposed modification. The request for modification shall be supported by a written narrative and by revised Conceptual Site Plans. The Baldwin County Planning Director will determine if the proposed modification is a major change or a minor change.

- (a) A major change is considered any modification which affects the intent and/or character of the development, the location or dimensions arterial streets, or similar substantial changes. These major changes shall require resubmittal in accordance with §§ 9.4.1: *Conceptual Site Plan Application* and 9.4.2: *Conceptual Site Plan Review* and require approval by the Baldwin County Planning and Zoning Commission as well as the Baldwin County Commission.

Major changes include, but are not limited to, the following:

Overall Boundary changes
Relocation of Major streets
Overall Density Increase
Building Height Increase

- (b) A minor change is considered any modification which does not affect the intent or character of the development. These minor changes may be reviewed and approved by the Baldwin County Planning Director.

Minor changes include, but are not limited to, the following:

Change in alignment, location, direction, or length of local street
Reorientation or slight shifts in building or lot locations
Decrease in building height or overall number of units

- (c) Upon approval of any Conceptual Site Plans modification, said Conceptual Site Plan shall be considered the approved Conceptual Site Plan. Any future modification or changes will be reviewed as set out herein.

§ 9.4.6 Conceptual Site Plan Requirements

The Conceptual Site Plan must be drawn at a suitable scale for review and include the following:

- (a) Proposed land uses, housing types, or building types by generalized area;
- (b) Proposed common areas and open space, showing proposed uses (i.e. recreation, retention/detention, park, school, church, etc.);
- (c) Proposed pedestrian pathways and bicycle paths;
- (d) The proposed location of the internal major and minor street system, the adjacent external street system and connections to the adjacent external street system, and typical sections of proposed streets;
- (e) The location, type and total gross square footage of buildings to be used primarily for non-residential uses;
- (f) Sequence and location of development phases, if any;
- (g) Plans for traffic and circulation inside and outside the development in the immediate vicinity.

§ 9.4.7 Conceptual Plan Written Summary

A Conceptual Plan written summary shall include the following:

- (a) A Narrative that generally describes the entire project;
- (b) A statement of the present ownership and a legal description of the property;
- (c) Proposed land uses and development standards, density, height, yard requirements, typical lot configurations, and proposed restrictive covenants;
- (d) Tables showing the maximum number, type and density of units proposed for each phase or site and land use;
- (e) Statement regarding proposed dedication or reservation of land for public use, including streets, easements, parks and school sites;
- (f) Statement regarding water, sewer, electrical, telephone, fire protection, and solid waste collection service for the proposed development;
- (g) Statement regarding the general method proposed for stormwater management and erosion control;
- (h) A traffic study shall be performed and submitted with written summary. The study shall cover an area of influence from the proposed development to the nearest north-south major arterial and east-west major arterial;
- (i) A statement indicating the type of legal instrument that will be created to provide for the management of common areas;
- (j) A statement from the local law enforcement authority having jurisdiction in said development, stating that they are capable of providing law enforcement for the development as proposed;
- (k) A statement from the Baldwin County School Board outlining all potential impacts on the County School system.

§ 9.4.8 Utility Service Plan Requirements

A Utility Service Plan shall include the following:

- (a) A Generalized Utility Plan indicating the location and size of existing electrical, telephone, gas, water and sewer lines, as well as any proposed offsite utility upgrades;
- (b) A Statement of Utility Service Commitment for the water, sewer, electric and telephone utility providers. This Statement of Commitment must include that the utility provider is willing and financially capable of providing service to the development at present and in the future. The statement shall indicate the location of the treatment facility, the current capacity of said treatment facility, the current flow to the treatment plant, the current number of customers serviced by the treatment facility, the number of unconnected sewer services committed to by the sewer provider for said facility. It shall also make reference to any immediate or future infrastructure upgrades that will be required due to said development, and at what stage of development these upgrades will be necessary;
- (c) A letter from the fire chief of the fire district that will serve the development, stating that the department is capable of providing fire protection for the development and that the utilities, general layout, and building types will not reflect negatively on the current ISO rating of the citizens in that fire district. If a new fire district is to be created, then a similar letter from the responsible individual who intends to create such fire district is required. Proof of the creation of said fire district is required prior to Final Site Plan approval;

§ 9.4.9 Phasing

Development of a Large Scale Planned Development may be done in phases, in which case all the property to be included in the Planned Development shall be submitted as a Conceptual Site Plan. All phasing must be shown on the submitted plan. Prior to the receipt of a Subdivision Permit for any phase, the applicant must submit construction plans and all outside agency permits to the Baldwin County Engineer.

§ 9.4.10 Future Approvals for Large Scale Planned Development

If the Conceptual Site Plan is approved, then an application for Final Site Plan approval must be submitted and obtain approval as outlined herein.

Submittals of all subsequent Final Site Plans and Final Plats shall be in accordance with the approved Conceptual Site Plan.

§ 9.5 Small Scale Planned Development Procedures

Small Scale Planned Developments are required to obtain approval from the Baldwin County Planning and Zoning Commission. The following procedure must be completed in order to obtain approval of a Small Scale Planned Development.

§ 9.5.1 Final Site Plan Application

The applicant shall file an application for approval of a Final Site Plan. No Final Site Plan application will be considered by the Baldwin County Planning and Zoning Commission until all of the following requirements have been met.

A complete application shall:

- (a) Be made on forms available at the offices of the Baldwin County Planning Director;
- (b) Be accompanied by the required application fee according to the current schedule of fees established by the County Commission for the particular category of application;
- (c) Be accompanied by one (1) full-size set of black or blueline prints of the proposed Final Site Plan as outlined below, one (1) 11"x17" copy of the said proposed Final Site Plan and seven (7) copies of the overall site plan to send to other agencies;
- (d) Be accompanied by a digital file of the proposed Final Site Plan, in suitable format to the Baldwin County Planning Director;
- (e) Be accompanied by a current (within 60 days from date of application) title policy, title opinion, or title report, verifying ownership. Said title document shall cover a period of no less than 30 years;
- (f) Be accompanied by the Traffic Study and other information as required by Section 5.5.14;
- (g) Comply in all respects with the Conceptual Site Plan, as approved, except for minor modifications as outlined in Section 9.4.5 *Modification of Conceptual Site Plan*;

- (h) Be submitted to the Baldwin County Planning Director at least 30 days prior to a regularly scheduled meeting of the Baldwin County Planning and Zoning Commission;
- (i) Be submitted within the Effective Period of Approval as per Section 9.4.3 *Effective Period of Conceptual Site Plan Approval*;
- (j) Be accompanied by a generalized drainage plan in accordance with Section 5.11.7, and 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;
- (k) Be accompanied by a transmittal letter listing all of the drawings, letters, attachments, and other information submitted for the application.

§ 9.5.2 Final Site Plan Review

After the Baldwin County Planning Director and County Engineer or his/her designee has reviewed the site plan and supporting information, the Baldwin County Planning Director and County Engineer or his/her designee shall certify to the Baldwin County Planning and Zoning Commission whether the site plan meets the submittal requirements as specified in this Article. If it is determined by the Baldwin County Planning Director or County Engineer that the site plan is deficient in any regard, the site plan will not be considered by the Baldwin County Planning and Zoning Commission. All deficiencies will be detailed and sent along with an accompanying letter to the applicant stating that the site plan will not be placed on the Baldwin County Planning and Zoning Commission Agenda, until the deficiencies have been corrected.

Should the site plan be determined by the Baldwin County Planning Director or County Engineer or his/her designee to remain deficient in any regard, after notice of such deficiencies to the applicant with an opportunity to cure the same, the Baldwin County Planning Director and County Engineer or his/her designee shall detail the deficiency to the Baldwin County Planning and Zoning Commission along with a recommendation that the site plan be disapproved. Notice of the recommendation of the Baldwin County Planning Director and County Engineer or his/her designee shall be sent to the owner or developer whose name and address appears on the submitted site plan by registered or certified mail at least 10 days before the recommendation shall be presented to the Baldwin County Planning and Zoning Commission for action. A similar notice shall be mailed to the owners of land immediately adjoining the property as their names appear upon the plats in the office of the Baldwin County Revenue Commissioner and as their addresses appear in the directory of the County or on the tax records of the County and to each utility affected thereby.

§ 9.5.3 Effective Period of Final Site Plan Approval

Final Site Plan approval shall be effective for a period of two (2) years. A Development Permit (for typical subdivisions) or a building permit (for non-typical subdivisions, i.e. condominiums, apartments, etc.) for the first phase shall be submitted within this two (2) year period. Each successive phase must be submitted within two (2) years of the approval of the previous phase.

The developer shall have thirty (30) calendar days from the date of expiration to file for a one (1) year extension. If no extension is requested the Final Site Plan approval is automatically revoked. A maximum of two (2) - one (1) year extensions may be granted. If an extension is granted the proposed development must conform to the Subdivision Regulations in place at the time when the extension is granted. Extensions may be granted only upon a demonstration to the satisfaction of the Baldwin County Planning and Zoning Commission, that the need for extension results from an event that the developer

could not have anticipated and controlled, which event or effect makes the commencement or continuation impossible or impracticable.

§ 9.5.4 Resubmission of Final Site Plan

The Baldwin County Planning and Zoning Commission shall not reconsider, for a period of 4 months, a Planned Development Site Plan which has been disapproved by the Baldwin County Planning and Zoning Commission. If after 4 months the applicant has complied with the required changes and/or additions, a new application for a Conceptual Site Plan may be resubmitted. This submittal shall be in accordance with *Section 9.5.1: Final Site Plan Application*. This provision shall not apply to a resubmitted application containing material modifications as compared to the original application previously denied by the Baldwin County Planning and Zoning Commission.

§ 9.5.5 Modification of Final Site Plan

Any applicant wishing to revise, amend, alter or otherwise change an approved Final Site Plan shall first submit a request to the Baldwin County Planning Director detailing the proposed modification. The request for modification shall be supported by a written narrative and by revised Final Site Plans. The Baldwin County Planning Director will determine if the proposed modification is a major change or a minor change.

- (a) A major change is considered any modification which affects the intent and/or character of the development, the location or dimensions arterial streets, or similar substantial changes. These major changes shall require resubmittal in accordance with *Section 9.5.1 Final Site Plan Application* and require approval by the Baldwin County Planning and Zoning Commission.
Major changes include, but are not limited to, the following:
 - Overall Boundary changes
 - Relocation of Major streets
 - Overall Density Increase
 - Building Height Increase
- (b) A minor change is considered any modification which does not affect the intent or character of the development. These minor changes may be reviewed and approved by the Baldwin County Planning Director.
Minor changes include, but are not limited to, the following:
 - Change in alignment, location, direction, or length of local streets
 - Reorientation or slight shifts in building or lot locations
 - Decrease in building height or overall number of units/lots
- (c) Upon approval of any Final Site Plans modification, said Conceptual Site Plan shall be considered the approved Final Site Plan. Any future modification or changes will be reviewed as set out herein.

§ 9.5.6 Final Site Plan Requirements

The Final Site Plan shall be prepared by a licensed engineer and shall be clearly and legibly drawn at a convenient scale of not less than one (1) inch equals 100 feet, and the sheets shall be numbered in sequence if more than one (1) sheet is used. All text shall be a minimum of 1/10 of an inch in height. The sheet shall not exceed 24 x 36 inches. Multiple sheets may be necessary. The Final Site Plan shall show the following:

- (a) Name and address of owner(s) of record;
- (b) Proposed name of planned development, date, north point, scale, and location;
- (c) Name, address and phone number of Licensed Professional Engineer or Land Surveyor registered in the State of Alabama;
- (d) Vicinity map showing the location of the planned development;
- (e) Exact boundaries of the site shown with bearings and distances;
- (f) Names and addresses of the owners of land immediately adjoining the site as their names appear upon the plats in the office of the Baldwin County Revenue Commissioner and as their addresses appear in the directory of the County or on the tax records of the County;
- (g) Wooded areas, marshes, cultural resources and any other conditions affecting the site;
- (h) The location of dams and water impoundments including the limits of the top of such impoundment structure or embankment, the location of any related spillway(s) and/or outlet control structures;
- (i) The location of existing streets, buildings, water courses, railroads, transmission lines, drainage structures, public utilities, jurisdiction lines, and any public utility easements on the site and on adjacent land within 100 feet of the site;
- (j) Proposed and existing rights-of-way or easements including location, widths, purposes, and street names;
- (k) The location and size of all lots;
- (l) Proposed minimum building setback lines shown for each lot and clearly labeled on the plan view;
- (m) Proposed or existing parks, school sites, or other public open spaces, if any, that are within 100 feet of the proposed Planned Development. All proposed uses in each common area must be identified separately by indicating the area (in sq. ft.) of each different use;
- (n) Site data (in tabular form):
 - 1. Acreage in total tract;
 - 2. Smallest lot size;
 - 3. Total square feet of each lot or unit (residential or non-residential);
 - 4. Total number of lots or units;
 - 5. Linear feet in streets;
 - 6. Number of parking spaces;
 - 7. Amount of impervious surface;
 - 8. Density;
 - 9. Total square feet of all areas reserved for total open space
 - 10. Total square feet of all areas reserved for useable open space

- (o) Any area within or adjacent within 100 feet of the proposed Planned Development subject to inundation by the base flood as defined herein, or subject to periodic inundation by storm drainage overflow or ponding, shall be clearly shown and identified on the site plan;
- (p) Special flood hazard areas and/or coastal high hazard areas as indicated on the latest Flood Insurance Rate Map (FIRM) for the area, along with a statement to that effect;
- (q) U.S. Army Corps of Engineers jurisdictional wetlands determination if the proposed subdivision contains jurisdictional wetlands or is within 100 feet of a jurisdictional wetland as determined from the Generalized Wetland Map;
- (r) The name of each utility company proposed to provide water, sewer, electrical, and telephone service;
- (s) Proposed land uses and the location of proposed buildings and other structures including walls and fences;
- (t) Number and location of parking spaces;
- (u) Sequence and location of development phases, if any;
- (v) Topography, showing existing contours at 1 foot intervals of the entire property and full width of all adjacent rights-of-way. Topographic information shall be based on the NAVD 88 datum. Elevations must be field verified. Greater intervals may be allowed, if approved by the Baldwin County Planning Director or his/her designee.
- (w) The method proposed to maintain private common open areas, buildings or other facilities, including copies of all legal documents necessary to accomplish this.

§ 9.5.7 Future Approvals for Small Scale Planned Development

Once the Final Site Plan and required submittals are approved by the Baldwin County Planning and Zoning Commission, the applicant(s) must then submit either an application for Development Permit (for typical subdivisions) in accordance with §4.5 for each phase of the project or a building permit (for non-typical subdivisions, i.e. condominiums, apartments, etc.). For developments not requiring a Development Permit, construction plans, required permits and approvals must be submitted in accordance with Sections 4.5.6 and 4.5.7 and approved by the County Engineer or his/her designee, and the approved Final Site Plan shall be recorded in the Probate Office prior to application for a building permit.

Submittals of all applications for Development Permits, Final Plats and Building Permits shall be consistent with the approved Final Site Plan.

§ 9.6 Approvals

The approved Final Site Plan, with attendant documentation, shall thereafter be binding upon the owner, his/her heirs, successors and assigns, shall limit and control the issuance and validity of permits and certificates and shall restrict and limit the use and operation of all land and structures within the planned development to all conditions and limitations specified in such plan and the approval thereof.

§ 9.7 Subdivision Approval Following Approval of Final Site Plan

Once a development has received Final Site Plan Approval, no construction may begin until a Development Permit has been issued by the Baldwin County Planning and Zoning Commission pursuant to the provisions of Section 4.5 of these Regulations.

§ 9.8 Commencement of Construction

Construction may not commence until the Baldwin County Planning and Zoning Commission has issued a Development Permit and until all required local, state and federal permits have been received and submitted to the County Engineer or his/her designee including but not limited to: NPDES permit; Section 401 and 404 Clean Water Act permit; Coastal Area Management Program permit; Alabama Department of Transportation access permit, and; Baldwin County Industrial/Commercial Right-of-Way Access and Drainage Impact Permit.

NO CONSTRUCTION OF IMPROVEMENTS SHALL COMMENCE UNTIL A SUBDIVISION PERMIT HAS BEEN ISSUED (See also Section 4.5.7 and 5.15). Once a Final Site Plan is approved, Final Construction Plans (as per Section 4.5.6) must be submitted to the County Engineer along with all necessary permits (as per Section 4.5.7) for review, verification and approval. Once construction plans have been reviewed and approved, all conditions of approval have been met, and the Inspection Fee has been paid to the County Engineer, a Subdivision Permit will be issued by said County Engineer. Any violation of this provision will be subject to penalties as allowed by law.

§ 9.9 Planned Developments in Planning Districts which have elected to come within the Planning and Zoning authority of the Baldwin County Commission

In Planning Districts which have elected to come within the planning and zoning authority of the Baldwin County Commission, Planned Developments shall be subject to the applicable provisions of the *Baldwin County Zoning Ordinance*.

Article 10. Conflict With Public Provisions

§ 10.1 Public Provisions

In the event that any provision of these regulations includes terms or restrictions in conflict with those imposed by any other provision, ordinance, rule, easement, regulation, or other provision of law, then the provision, ordinance, rule, regulation, or law which is either more restrictive and/or imposes higher standards shall control.

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Article 11. Legal Provisions

§ 11.1 Severability

If any part or provision of these regulations or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The County Commission hereby declares that it would have enacted the remainder of these regulations even without any such part, provision, or application.

Article 12. Amending Regulations

§ 12.1 Amendment Procedure

For the purpose of providing for the public health, safety and general welfare, the County Commission may from time to time amend these regulations. Any proposed amendment of these Subdivision Regulations shall be subject to a public hearing. Notice of said public hearing published once a week for three consecutive weeks in a newspaper of general circulation in Baldwin County, with the first notice being published not less than a minimum of eighteen (18) days prior to the date of the public hearing. In addition, a notice shall be published at least five days prior to the date of the public hearing in the regular section of the newspaper which shall be in the form of at least one quarter page advertisement. The notice shall state that an ordinance or regulation, or amendment hereto, will be considered by the Baldwin County Commission pursuant to this article and that a copy of the proposed ordinance or regulation, or amendment hereto, is available for public inspection at the nearest county courthouse or the nearest county courthouse satellite office which locations shall be clearly published in the notice. The notice required to be published by this article shall also state the time and place and location where all persons may be heard in opposition to or in favor of the ordinance or regulation or amendment hereto. A copy of the proposed amendments shall be made available to any interested person before said public hearing. A copy of the amendment shall be certified by the County Commission to the Probate Judge of Baldwin County.

Article 13. Administration and Enforcement**§ 13.1 General**

Regulation of subdivisions is an exercise of valid police power delegated by the State of Alabama to the Baldwin County Commission. The developer has the duty of compliance with conditions laid down by the Baldwin County Commission for design, dedication, and improvement of the land so as to conform to the physical and economical development of the unincorporated areas of the County and to the safety and general welfare of future property owners.

§ 13.2 Administration

The County Engineer is appointed by the Baldwin County Commission and acts as its authorized agent in the interpretation and enforcement of the plans, specifications and requirements of these regulations. The County Engineer, or his authorized agent, shall determine the amount, quality, and acceptability of the work as specified in these regulations.

§ 13.3 Enforcement**§ 13.3.1 General**

It shall be the duty of the County Engineer, County Planning Director or County Building Official to enforce these regulations and to bring to the attention of the Chief Legal Counsel and the County Commission any violations or lack of compliance with these regulations.

§ 13.3.2 Violations

No owner, or agent of the owner, of any lot located within a subdivision may transfer, sell or lease any property by reference to or exhibition of or by other use of a plat of a subdivision, before such plat has been approved by the Baldwin County Planning and Zoning Commission and recorded with or filed with the County Probate Judge. The description of such a lot or parcel by metes and bounds in the instrument of transfer or other document used in the process of selling, transferring or leasing shall not exempt the transaction from any penalties or remedies herein prescribed.

§ 13.3.3 Penalties

Conviction under *Section 13.3.2: Violations* of these regulations shall result in forfeiture and payment of a penalty of \$1,000.00 for each lot or parcel so transferred, sold or leased. The County Commission may also institute an injunction against such transfer, sale or lease in any court of equity jurisdiction, or may recover the same penalty through civil action in any court pursuant to authority granted by the Code of Alabama. Further, no streets will be accepted for maintenance by the County nor shall any utilities be extended to any subdivision found in violation of these regulations.

§ 13.4 Tolling Provision

If subsequent to the filing of an application/petition, the applicant/petitioner is enjoined by order of a court of competent jurisdiction from commencing or continuing construction, the time from the entry of such order against applicant/petitioner until such time as the order is lifted or becomes final and unappealable, shall not be counted toward or against the effective approval period as defined herein.

Article 14. Effective Date**§ 14.1 Adoption by the Baldwin County Commission**

These Subdivision Regulations were ratified and adopted by the Baldwin County Commission on the 2nd day of July, 1996. They shall take effect and be in force from and after the date of adoption.

Adopted by the Baldwin County Planning and Zoning Commission:	February, 1984
Amended:	March, 1985
Amended:	February, 1988
Amended:	July, 1993
Amended:	August, 1994
Ratified and Adopted by the Baldwin County Commission:	July 2, 1996 Resolution # 96-39
Amended by the Baldwin County Commission	May 6, 1997 Resolution # 97-22
Amended by the Baldwin County Commission	April 6, 1999 Resolution # 99-47
Amended by the Baldwin County Commission	Sept. 7, 2004 Resolution #2004-118
Amended by the Baldwin County Commission	Oct. 5, 2004 Resolution #2005-04
Amended by the Baldwin County Commission	June 20, 2006 Resolution #2006-117
	Effective January 1, 2007
Amended by the Baldwin County Commission	December 4, 2007 Resolution No. 2008-37
	Effective January 1, 2008
Amended by the Baldwin County Commission	July 1, 2008 Resolution No. 2008-121
	Effective July 14, 2008
Amended by the Baldwin County Commission	October 16, 2012 Resolution No. 2013-004
	Effective November 1, 2012
Amended by the Baldwin County Commission	May 19, 2015 Resolution No. 2015-058
	Effective June 1, 2015
Amended by the Baldwin County Commission	May 15, 2018 Resolution No. 2018-076
	Effective June 1, 2018
Amended by the Baldwin County Commission	August 6, 2019 Resolution No. 2019-127
	Effective September 6, 2019

Appendix 1. Sample Certifications

SURVEYOR'S CERTIFICATE AND DESCRIPTION OF PROPERTY

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, (name of surveyor), a licensed Surveyor of _____ County, Alabama, hereby certify that I have surveyed the property of the (name of company or proprietor), a (Corporation or proprietor), situated in Baldwin County, Alabama and described as follows:

(Insert Legal Description)

And that the plat or map contained hereon is a true and correct map showing the subdivision into which the property described is divided giving the length and bearings of the boundaries of each lot and easement and its number and showing the streets, alleys and public grounds and giving the bearings, length, width and names of the streets, said map further shows the relation of the land so platted to the Government Survey, and that permanent monuments have been placed at points marked thus (o) as hereon shown. I further certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the practice of land surveying in the State of Alabama to the best of my knowledge, information, and belief.

WITNESS my hand this the _____ day of _____, 20____.

Surveyor _____

Alabama license # _____

LICENSED ENGINEER'S CERTIFICATION OF IMPROVEMENTS

I, _____, a licensed Professional Engineer in the State of Alabama with a license number of _____, hereby certify that I have designed the within improvements in conformity with applicable codes and laws and with the principles of good engineering practice including the drainage design requirements of the Baldwin County Subdivision Regulations. I further certify that I have provided oversight of the construction to my design, and that to the best of my knowledge and belief the within is a true and accurate representation of improvements as installed.

Engineer

Date

Firm

OWNER'S DEDICATION

I/We (land owner or developer, address), as proprietor(s), have caused the land embraced in the within plat to be surveyed, laid out and platted to be known as (Subdivision Name), a part of (Section Call Out), Baldwin County, Alabama, and that the (Streets, Drives, Alleys, Easements, etc.) as shown on said plat are hereby dedicated to the use of the public.

Property Owner

Signed and sealed in the presence of:

Witness

ACKNOWLEDGMENT

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, _____, Notary Public in and for said County, in said State, hereby certify that (individual's name), whose name as (title) of the (corporation name), is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 20 ____.

NOTARY PUBLIC

OR

ACKNOWLEDGMENT

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, _____, Notary Public in and for said County, in said State, hereby certify that (owner's name), 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, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 20 ____.

NOTARY PUBLIC

**CERTIFICATE OF APPROVAL BY THE
(insert name of electric, water, or sewer utility)**

The undersigned, as authorized by the (name of electric, water, or sewer utility) hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this _____ day of _____, 20__.

(authorized signature)

**CERTIFICATE OF APPROVAL BY THE
COUNTY ENGINEER**

The undersigned, as County Engineer of Baldwin County, Alabama, hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this the _____ day of _____, 20__.

County Engineer

**CERTIFICATE OF APPROVAL BY THE
BALDWIN COUNTY PLANNING AND ZONING COMMISSION**

The undersigned, as _____ of Baldwin County Planning and Zoning Commission, hereby certifies that, at its meeting of _____, _____ the Baldwin County Planning and Zoning Commission approved the within plat for the recording of the same in the Probate Office of Baldwin County, Alabama, this the _____ day of _____, 20__.

Baldwin County Planning and Zoning Commission
By: _____
Its: _____

**CERTIFICATE OF APPROVAL BY THE
BALDWIN COUNTY HEALTH DEPARTMENT**

The lot(s) on this plat are subject to approval or deletion by the Baldwin County Health Department. The approvals may contain certain conditions pertaining to the onsite wastewater treatment system(s) that could restrict the use of the lot(s) or obligate owners to special maintenance and reporting requirements. These conditions are on file with the said health department and are made a part of this plat as if set out hereon. Signed this the _____ day of _____, 20__.

Authorized Signature

Or

The lot(s) on this plat meet the allowed exemptions to the Large-Flow Development Rules as provided in 420-3-1-.17 of the Onsite Sewage Treatment and Disposal Regulations, and the herein plat is approved for recording, this the _____ day of _____, 20__. The signature affixed hereon does not imply an approval for any existing or future onsite sewage treatment system.

Authorized Signature

**CERTIFICATE OF APPROVAL BY THE
BALDWIN COUNTY E-911 ADDRESSING**

The undersigned, as authorized by the Baldwin County E-911 Board, hereby approves the road names as depicted on the within plat and hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this the day of _____, 20____.

Authorized Signature

CERTIFICATE OF APPROVAL BY THE COASTAL AREA PROGRAM

The undersigned, as Director of the Baldwin County Coastal Area Program, hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama this the _____ day of _____, 20____.

Coastal Program Director

CERTIFICATE OF THE BALDWIN COUNTY PLANNING DIRECTOR

The undersigned, as Director of the Baldwin County Planning and Zoning Department, hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama this the day of _____, 20____.

Planning Director

Appendix 2. Baldwin County Highway Department Stormwater Calculations & Submittal Requirements

Baldwin County Highway Department Storm Water Calculations & Submittal Requirements

The Design Engineer shall submit a design narrative summarizing the assumptions, calculations, and results of the design for the whole project as well as each drainage basin in the format as described:

- Design narrative summary
 - Location of project
 - Existing drainage conditions
 - Proposed Drainage Concepts
 - Topography
 - Scale map of the on & off site drainage areas
- Evaluations of Pre & Post Differential runoff
 - Drainage area of site (Pervious & Impervious)
 - Weighted coefficients (c factors, curve numbers, etc.)
 - Time of Concentration values
 - Rainfall Intensities
 - Total allowable discharge 2, 5, 10, 25, 50, 100 year storm
 - Hydrograph graphics of Pre & Post development curves
- Evaluations of required Retention/Detention Ponds
 - Pond drainage area
 - Storage Capacity (required volume, provided volume)
 - Elevations (pond bottom, water elevation per storm event, pond top)
 - Outfall structure (type, sizing, discharge rate, elevations)
 - Verification of adequacy of discharge (Post verse Pre dev. Rates)
- Pond Routing calculations in legible tabulated form
 - Ratios of inflow to outflow
- Inlets & Gutters
 - Basin areas
 - Time of Concentration
 - Intensities
 - Peak Flow rates
 - Captured Inlet flows & bypass flows
 - Spacing's
 - Hydraulic Grade Line
- Culvert Pipes
 - Locations
 - Types
 - Sizes
 - Slopes
 - Flows
 - Velocities
 - Head and Tailwater elevations

- Open Channel Drainage Systems
 - Flows
 - Velocities
 - Slopes
 - Pipe sizing for future driveway culverts

DRAFT

Appendix 3. Baldwin County Highway Department Bridge Design & Guidelines

Baldwin County Highway Department Bridge Design & Guidelines

A. Plan Sets

1. Title Sheet with Vicinity Map
2. Index to Sheets
3. Typical Section
4. Project Notes
5. Summary of Quantities
6. Summary of Quantities Box Sheet
7. Plan-Profile Sheet
 - A. Bench Mark Locations and Elevations
 - B. Utility Owners
8. General Plan and Elevation Sheet
 - A. Pile Tip Elevation Table
 1. Pile Location
 2. Minimum Pile Tip Elevation
 - B. Peak Discharge and Downstream Stages
 1. Recurrence Interval
 2. Discharge (CFS)
 3. Downstream (WSEL)
 - C. Overtopping Flood Design
 1. Upstream Stage
 2. Opening Size
 3. Velocity in FT/S
9. Pile Layout
 - A. Pile Numbering System
 - B. Test Pile Location
10. Typical Bridge Section
11. Abutment and Bent Details
 - A. Elevations
 - B. Quantities
12. Guardrail Details

13. Soil Boring Logs

B. Construction Records

- 1 Test Pile Records Certified by Professional Engineer
2. Pile Driving Records Certified by Professional Engineer
3. Diving Records (if applicable)
4. Test Reports from the Manufacturer Will Be Required For All Materials

Appendix 4. Baldwin County Design Standards for New Road Construction

BALDWIN COUNTY COMMISSION



DESIGN STANDARDS FOR NEW ROAD CONSTRUCTION 2020

Design Standards for New Road Construction

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4.4 Drainage Criteria

4.41 Drainage Criteria

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- 4.51 Front slopes and back slopes should match existing topography.

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5. Design Waiver

CHAPTER 1

1. General Elements for Design

The following information will be included in the design for the paving of dirt roads and new construction.

1.1 Design

The design of new and reconstructed roadways with design traffic counts of 2,500 ADT or greater will be based on the American Association of State Highway and Transportation Officials (AASHTO) publication, *A Policy Design of Highways and Streets*, current edition.

New and reconstructed projects having less than 2,500 design year ADT will be based on this document. All design criteria will be based on the future (i.e. , 10 year) ADT.

Any Project using State or Federal money must use ALDOT approved design criteria and documentation.

Any feature not meeting the above standards must be approved by the County Engineer or designated representative as a design exception.

1.2 Clear Zone

The following is given as guidance for clear zones and treatment for slope and drainage structure protection for different type projects:

The area adjacent to the traveled way that is clear of obstructions, and having a slope no steeper than three horizontal to one vertical (3:1) foreslopes.

NEW AND RECONSTRUCTED ROADWAYS WITH DESIGN TRAFFIC COUNTS OF 2,500 ADT OR MORE.

The suggested clear zone width is as shown in the American Association of State Highways and Transportation Officials publication, *A policy on Geometric Design of Highways and Streets, current edition, and Roadside Design Guide, current edition.*

NEW AND RECONSTRUCTED ROADWAYS WITH DESIGN TRAFFIC COUNTS BELOW 2,500 ADT.

The suggested clear zone width is as shown in this document design criteria for New and Reconstructed Roadways and Bridges with less than 2,500 ADT.

1.3 Guardrail

Any project shall require guardrail and end anchor protection at existing and proposed bridge and culvert structures in accordance with the following guidelines:

For projects with functional classification less than collector and design speeds of 45 mph or less and design year traffic of 2,500 ADT or less, the *length of need requirement is waived and the approach guardrail length is dictated by the type anchors used, applicable drawings, and warranty criteria.

For projects with functional classification of collector or greater and design speeds greater than 45 mph or design year traffic greater than 2,500 ADT, a minimum 75 foot *length of need is applicable.

**Note: the "Length of Need" is defined as the total length of a longitudinal barrier of needed to shield an area of concern.*

1.4 Roadway (Street)

Composition of the traveled way and shoulders.

1.5 Traveled Way

The portion of the roadway that is used for the movement of vehicles, exclusive of the shoulders.

1.6 Typical Roadway Cross Section

Roadways for this policy may include the following cross section types:

Open – Ditch
Curb and Gutter
No – Crown

1.7 Drainage

Drainage for this policy includes the following:

Open Channels
Sidedrain or Lateral Systems
Crossing (Closed) Storm Sewer
Culvert (Open) Cross Drainage
Bridge or Bridge Culvert
Detention requirements (if required) shall conform to the *Baldwin County Subdivision Regulations, current edition* and all applicable, Alabama Department of Transportation, Special and Standard Drawings, Current Edition.

1.8 Traffic Control

All contracted projects shall include traffic control and will conform to the current edition approved by ALDOT of the MUTCD, *Manual on Uniform Traffic Control Devices, Part VI*.

1.9 Erosion Control

Projects shall include the current requirements of NPDES. Reference the *Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas, current edition* and all applicable, Alabama Department of Transportation, Special and Standard Drawings, Current Edition.

1.10 Specifications and Construction Standards

All new road construction shall follow *Alabama Department of Transportation Specifications, current edition*.

CHAPTER 2

2. Functional Classification

The classification of local roadways into different functional classes is necessary for communication among engineers, local agencies, and the general public. Different classifications apply for different purposes in both the rural and urban environment. Functional classification, the grouping of streets / roads by the character of service they provide, is the main purpose in planning, design, meeting social needs, and to establish funding. The functional classification of roads and streets is an important management tool in the establishment for realistic improvements both for individual roadways and for the county road system as a whole. The idea is to combine adequacy with economy and to attain a rural road or urban street system giving the highest overall level of service per dollar of investment. A complete functional roadway system provides the motoring public with a series of distinct travel movements. From main movement at the national level, to the termination movement at an isolated location at the rural level, the function of each type of roadway should be designed and planned in a distinctly different manner.

According to the guidelines as established in *AASHTO, A Policy on Geometric Design of Highways and Streets, Current Edition*, the current concept of a complete highway system consists of six stages or movements. In most cases these stages are *main, transition, distribution, collection, access, and termination*. In some cases, the termination of a trip may exclude some of these movements.

Main movement involves the transportation of the highest volumes of vehicular traffic on *expressway or freeway* and primary arterial systems at national and state levels. Examples of this include roads like the Interstate System (I-10 and I-65), U.S. Highway system (U.S. Hwy 287, U. S. Hwy 98, and U. S. Hwy 90). This level requires the highest design standards for mobility and safety, while limiting access points throughout its entire system.

Transition movement is the first step in directing traffic from a national, state, or inter-county level roadway system to the local environment level. The transition movement includes *arterial and collector systems*. Examples of this include roads like State Hwy 59, and Foley Beach Express. Transition movement design requires the designer or planner to start allocating for the need of public access to property; however mobility at this level is still the primary focus.

Distribution movement consists of a broad spectrum of vehicular traffic trying to access a wide variety of *collector roads* and various *local roads* in a county-wide system. Examples of this include roads like CR 32, CR 48, CR 55, and CR 65. The demand for public access to property becomes varied and is the main focus in design. Mobility is restricted at different levels and for different purposes. The Collection movement, Access movement and Termination movement constitute the rest of the various local road systems. Transportation at this level involves the movement of a wide

variety of vehicular types to and from a wide variety of destinations. Access is the main focus for design, yet still having to blend with the movement of vehicular traffic. Such movement can range from high density work or school traffic, to a single vehicle destined for a boat ramp on an isolated rural road (trail). The design of these roads may and will vary considerably.

The first step in developing road classifications is by determining its urban versus rural roadway area. *AASHTO, A Policy on Geometric Design of Highways and Streets, Current Edition*, defines urban areas as all areas which have a population greater than 5,000 or more, Urban areas are further subdivided into urbanized areas (population of 50,000 and over) and small urban areas (population between 5,000 and 50,000). All other areas which have a lesser population are rural. The Alabama Department of Transportation has established by code (Section 101 of Title 23, U. S. Code) the boundary of Baldwin County that has an urbanized area. In both the rural or urban areas all the vehicular movement levels occur, but the vehicular densities and the access to properties vary considerably. The quantity of vehicular traffic does not determine an urban area just as the use of land does not determine a rural area.

The next step in developing road classifications is by determining the general characteristics that the road has. Some of the general characteristics would include; linkage with other roads, the service it provides to the area, design speeds, access to property, truck usage, and level of service. The current roadway system, as recognized by NACE and defined by AASHTO, designates four basic classifications; *Primary Arterial, Minor Arterial, Collector (major and minor) and Local*.

	Urban Mileage (Percent)		Rural Mileage (Percent)
Principal Arterial Street	5-10	Principal Arterial Roads	2-4
Principal Arterial plus	15-25	Principal Arterial plus	7-10
Minor Arterial Streets		Minor Arterial Roads	
Collector Streets	5-10	Collector Roads	20-25
Local Streets	65-85	Local Roads	65-75

(Fig. 2)

2.1 Arterial and Collector Street / Road General Characteristics

2.11 Principal Arterial

A. Major link from State to State

- B. Provide high mobility for longer trips
- C. Design speeds are high, 50-70 mph
- D. Access is limited to other roads only and rarely to property
- E. Truck usage is high and will accommodate the largest vehicle type
- F. Level of Service B Desirable

2.12 Minor Arterial

- A. Major link within state or county level
- B. Serve as high traffic corridor to primary arterials
- C. Provide high to moderate mobility for moderate trips
- D. Design speeds are moderate to high, 35-70 mph
- E. Access to abutting property should be limited and sometimes restricted
- F. Truck usage is high with possible restrictions in vehicle type
- G. Level of Service C Desirable

2.13 Collector

- A. Major link within county
- B. Serve as major traffic generator not directly served by arterials
- C. Spaced at intervals that accumulate traffic for local road systems
- D. Provide moderate mobility within county
- E. Design speeds are moderate to low 20-60 mph
 - a. Note: low speeds 20-30 mph should only be used in mountainous terrain.
- F. Access to abutting property is minimal to limited
- G. Truck usage is moderate with some restrictions in vehicle type
- H. Level of Service C to D Desirable

The Local Street / Road functional classification is the next level and constitutes approximately 65-80% of the total roadway mileage. Based on AASHTO this classification has the same general design criteria characteristic. However, not all local streets or Roads have or should have the same characteristics in design, function, and environment. Because of the diversity in characteristics, the following local road classifications have been established by Baldwin County. (See Fig 2.1)

2.2 Local Street / Road General Characteristics

Local Street / Road Functional Classification

	Urban Mileage (Percent)		Rural Mileage (Percent)
Major Local Streets	8-15	Major Local Roads	20-25
Minor Local Streets	10-20	Minor Local Roads	20-30
Residential Streets	35-50	Residential Roads	10-20
Single Purpose Streets	2-5	Single Purpose Roads	5-10
Access Lanes	1-2	Access Lanes	1-2

(Fig. 2.1)

2.21 Major Local Street / Road

The classification of roadway is the **highest local level** that links to equal or higher functional classification roadways at each end.

- A. Links between equal or higher functional classification roadways
- B. Serves as a link to communities or significant areas within a jurisdiction
- C. Design speeds are moderate, 25-45 mph Urban

30-45 mph Rural

- D. Access to abutting property is moderate
- E. Right-of-way width should be a minimum of 60 ft., unless the environment which it serves restricts the acquisition to a lesser width.
- F. Truck usage is moderate to high
- G. This level of service provides moderate traffic flow except during times of heavy congestion and with no passing restrictions

2.22 Minor Local Street / Road

This classification of roadway links **isolated (developed or planned) areas** like subdivisions, industrial or recreational sites in urban areas or commercial farms, timberlands, small communities, residential areas, industrial or recreational sites in rural areas to higher functional classification roadways.

- A. Links isolated areas to equal or higher functional classification roadways
- B. Serves as typically the only access road from a higher classification roadway

- C. May loop into an isolated area and reconnect to the same type of roadway
- D. Design speeds are low to moderate, 15-40 mph
- E. Access to abutting property is moderate to high
- F. Right-of-way width should be a minimum of 50 ft., unless the environment which it serves restricts the acquisition to a lesser width
- G. Truck usage is low to moderate
- H. This level of service provides minimal traffic flow with limited passing

2.23 Residential Local Street / Road

This classification of roadway links **developed or planned subdivisions** to higher functional classification roadways.

- A. Links residential areas to higher functional classification roadways
- B. May be a part of an internal grid of residential roadways or serve as the only access point
- C. Urban geographical environment is city / urban community with small parcels of land and with a high density of population

Rural geographical environment is county / rural community, with possible large parcels of land and low density of population

- D. Design speeds are low 10-30 mph
- E. Access to abutting property is high (main function)
- F. Right-of-way should be a minimum of 30 ft
- G. Truck usage is low
- H. This level of service provides slow traffic flow and may require stopping to allow opposing traffic to pass

2.24 Single Purpose Local Street / Road

This classification of roadway links **isolated areas** like a minimal number of houses, a recreational area or a scenic place to a higher functional classification roadway.

Single purpose street. A two-directional one-lane local street.

Access to a subdivision by means of a single purpose street is not permitted.

Single Purpose Roads are not permitted to be used in a new

subdivision. Single Purpose Roads are not permitted to be used for access to new commercial or industrial developments. Single Purpose Roads may be used in existing County Maintained Roadway network.

Characteristics:

Links isolated areas serving a minimal number of parcels, and has little potential for further development

- A. Serves as only access
- B. Design speeds are low, 15 mph

- C. Access to served property is main function
- D. Right-of-way width should be a minimum of 30 ft
- E. Truck or recreational usage would be determined based on the single use of the road
- F. This level of service provides restricted traffic flow and may require stopping and backing to allow opposing traffic to pass

2.25 Access Lane

This classification of roadway links **isolated areas** with a minimal number of houses to a higher functional classification roadway.

- A. Links isolated areas serving a minimal number of parcels, and has no potential for further development
- B. Design speeds are very low, 10 mph
- C. Access to served property is main function
- D. Right-of-way width is typically the same as the roadway width, and may only include the prescriptive area of the roadway
- E. Truck or recreational vehicle usage would not typically use this type of roadway
- F. This level of service provides restricted traffic flow and will require stopping and backing to allow opposing traffic to pass

The roadway functional classification system should be developed at a local level by those individuals who have the knowledge about the distribution and location of the various environmental, industrial, residential, recreational, and commercial areas within their jurisdictional boundaries. In most cases this would be those having jurisdiction and control for design, construction and maintenance of the local roadway system. These local agencies should have good information as to the frequency and usage by the traveling public. The functional classification system as a management tool should be updated on an approximate five year cycle.

CHAPTER 3

3. Elements of Design for Major or Minor Local Streets / Roads

The following roadway design criteria will be used for roads functionally classified as Local Streets/Roads (both Major and Minor), Residential, and Cul-de-sacs.

3.1 Minimum Roadway Design Criteria

1 – 750 ADT

Design Speed mph	Min. Traveled Way Width (a) Feet	Min. Shoulder Width (b/c) Feet	Min. Clear Zone (d) Feet
15	18	2	2
20	18	2	2
25	18	2	2
30	18	2	2
35	18	2	2
40	18	2	2
45	18	2	2

- (a) Traveled way is defined as the portion of the roadway for the movement of vehicles, excluding Valley Gutters, Curb & Gutters, Shoulders, and Bicycle Lanes. The width of the traveled is determined above.
- (b) 4 feet or wider shoulders should be used on open-ditch type roadway cross section, unless special constraints restrict their use.
- (c) On some open-ditch type roadways 1-2 feet paved shoulder may be approved by Baldwin County. If approved, this paved area would be sloped at the same rate as the traveled way, but would be considered as part of the shoulder width.
- (d) The area adjacent to the traveled way with a curb and gutter cross section design or open ditch will have a minimum clear zone of 2 feet.

751 – 2500 ADT

Design Speed mph	Min. Traveled Way Width (a) Feet	Min. Shoulder Width (b/c) Feet	Min. Clear Zone (d) Feet
15	20	4	4
20	20	4	4
25	20	4	4
30	22	4	4
35	22	4	4
40	22	6	6
45	22	6	8

- (a) Traveled way is defined as the portion of the roadway for the movement of vehicles, excluding Valley Gutters, Curb & Gutters, Shoulders, and Bicycle Lanes. The width of the traveled is determined above.
- (b) 4 feet or wider shoulders should be used on open-ditch type roadway cross section, unless special constraints restrict their use.
- (c) On some open-ditch type roadways 1-2 feet paved shoulder may be approved by Baldwin County. If approved, this paved area would be sloped at the same rate as the traveled way, but would be considered as part of the shoulder width.
- (d) The area adjacent to the traveled way with a curb and gutter cross section design or open ditch will have a minimum clear zone of 2 feet.

3.2 Minimum Stopping and Intersection Sight Distance Criteria

3.21 Stopping Sight Distance and Adjustment for Grades (f)

Design Speed mph	Stopping Sight Distance (ft) For Level Roadway (e)	Stopping Sight Distance (ft) for Downgrades			Stopping Sight Distance (ft) for Upgrades		
MPH	0%	3%	6%	9%	3%	6%	9%
15	80	80	82	85	75	74	73
20	115	116	120	126	109	107	104
25	155	158	165	173	147	143	140
30	200	205	215	227	200	184	179
35	250	257	271	287	237	229	222
40	305	315	333	354	289	278	269
45	360	378	400	427	344	331	320
55	495	520	553	593	469	450	433

(e) Distance given is for level roadways and adjustment should be made based on grade.

(f) Stopping sight distance will be calculated on 3.5ft (Driver eye height) and 2 ft. (Object height).

3.22 Intersection Sight Distance (g)

Mph	Feet (h / i)
15	170
20	225
25	280
30	335
35	390
40	445
45	500
50	555
55	610

(g) Distances are for a passenger vehicle under stopped condition measured from a point on the minor road 15 (feet) from the edge of pavement of the major road making a left turn maneuver onto a main road with no stopping requirement and may require additional distance for a larger design vehicle. Speed shown (mph) is the speed the vehicle is traveling along the main road and the distance shown (feet) is from the side road to the vehicle on the main road. Intersections that do not meet minimum distance may require an advisory intersection and speed sign. Object 3.5 ft, Driver Eye Height 3.5 ft.

(h) Distances should be adjusted for grades more than 3%. New intersections shall meet at least minimum Intersection Sight Distance.

(i) Additional guidance may be found in *The Green Book*.

3.3 Horizontal and Vertical Criteria

3.31 Horizontal Alignment: $R_{min} = \frac{V^2}{15 (0.01e_{max} + f_{max})}$

Normal Crown
Cross Slope (%) Minimum Centerline Radius (feet)

Design Speed (mph)	20	25	30	35	40	45
f_{max}	.26	.22	.20	.18	.16	.15
-2.0	115	210	340	515	765	1,040
-2.2	115	215	345	520	775	1,060

3.32 Superelevation: $e_{max} = .06$ (Urban Area)

$e_{max} = .08$ (Rural Area)

Superelevation (%) Minimum Centerline Radius (feet)

Design Speed (mph)	20	25	30	35	40	45
f_{max}	.26	.22	.20	.18	.16	.15
8.0	80	140	220	320	450	590
7.0	85	145	225	330	465	615
6.0	85	150	235	345	490	645
5.0	90	160	245	360	510	680
4.0	90	165	255	375	535	715
3.0	95	170	265	390	565	755
2.5	95	175	270	400	580	775
2.2	100	175	275	410	590	790
2.0	100	180	280	415	595	800

Refer to the Alabama Department of Transportation "Standard and Special Drawings," current edition, index number 807 for more information.

3.33 Vertical Alignment:

Design Speed mph	K Value for Crest Vertical Curves (I)	K Value for Sag Vertical Curves (I)
15	3	10
20	7	17
25	12	26
30	19	37
35	29	49
40	44	64
45	61	79

(I) Rate of vertical curvature, K, is the length of curve divided by the percent of algebraic difference in intersection grades (A).

$K = L/A$

3.34 Maximum Grade: 15%

3.35 Vertical Clearance Over Roadway: 18 ft.

3.36 Pavement Cross Slope: 2.0% - 2.5% Open- Ditch

2.0% - 2.5% Curb and Gutter

3.37 Grass Shoulder Cross Slope: 4% - 6%

3.38 Pavement Build-up:

ADT 1-750

- 424-A Superpave Bituminous Concrete Wearing Surface layer, ¾ inch Maximum aggregate size mix, ESAL Range B (220 lb/sy)
- 401-A Bituminous Treatment Type "A" (0.25 gal/sy)
- 301-A Compacted Granular Soil Base Course (sand/clay) Type "A" minimum of two 4" lifts of compacted thickness;
- **OR**
- 301-B Crushed Aggregate Base Course (limestone) Type "B" minimum 6 inch compacted thickness, (if used delete 401-A treatment)

ADT >750

- 424-A Superpave Bituminous Concrete Wearing Surface layer, ½ inch Maximum aggregate size mix, ESAL Range B (125 lb/sy)
- 405-A Tack Coat, Spread Rate of (0.10 gal/sy)

- 424-B Superpave Bituminous Concrete Binder Layer, 1 inch Maximum aggregate size mix, ESAL Range B (220 lb/sy)
- 401-A Bituminous Treatment Type "A" (0.25 gal/sy)
- 301-A Compacted Granular Soil Base Course (sand/clay) Type "A" minimum of two 4" lifts of compacted thickness;
- **OR**
- 301-B Crushed Aggregate Base Course (limestone) Type "B" minimum 6 inch compacted thickness, (if used delete 401-A treatment)

3.4 Drainage Criteria

3.41 Side Drain or Lateral Storm Sewer: Minimum 10 yr. storm

3.42 Crossing (Closed) Storm Sewer: Minimum 25 yr. storm

3.43 Culvert (Open) Cross Drainage: Minimum 25 yr. storm*

3.44 Bridge or Bridge Culvert: Minimum 50 yr. storm*

*(FEMA Flood Zone Requirements may require 100yr Design and FEMA coordination)

(Structure greater than 20 feet of longitudinal length along roadway centerline,
Requiring HS – 20 Structural Design)

**3.45 Typical Bridge Width and Loading: Minimum 28 ft. Loading
HS-20
(2-12 ft. lanes and 2-2 ft. shoulders)**

(Bridge widths may need additional width based on functional classification.
Where volume > 2500 ADT refer to "The Green Book")

3.5 Slope Criteria

3.51 Front Slope: Maximum 3 : 1

**3.52 Back Slope: Desirable 3 : 1
Maximum 1 : 1**

CHAPTER 4

4. Elements of Design for Single Purpose Local Street/Road using Existing Topography

The following roadway design criteria will be used for roads functionally classified as single Purpose using Existing Topography.

4.1 Minimum Roadway Design Criteria

Design Speed mph	Traveled Way Width feet	Shoulder Width (j) feet	Clear Zone feet
15	12	2	2

(j) The engineer will determine if shoulder width is possible, 2 feet preferred minimum, and shall be approved by Baldwin County Engineer.

4.2 Minimum Stopping and Intersection Sight Distance Criteria

4.21 Stopping Sight Distance and Adjustment for Grades (h)

Design Speed	Stopping Sight Distance (ft) for Level Roadway (e)	Stopping Sight Distance (ft) for Grades			
mph	0%	3%	6%	9%	
15	160	160	164	170	

(h) Stopping sight distance will be calculated on 3.5 ft. (Driver eye height) and 2 ft. (Object height).

4.22 Intersection Sight Distance (c)

Mph	feet (n)
15	170

(c) Distances are for a P design vehicle making a left turn maneuver onto a main road and may require additional distance for a larger design vehicle. Speed shown (mph) is the speed the vehicle is traveling along the main road and the distance shown (feet) is from the side road to the vehicle on the main road. Intersections that do not meet minimum distance may require an advisory intersection and speed sign.

(n) Distances should be adjusted for grades more than 3%...

4.3 Horizontal and Vertical Criteria

4.31 Horizontal Alignment (k):

Design Speed (mph)	Minimum Centerline Radius (ft)
15	50

(k) Curves may vary to match existing topography.

4.32 Vertical Alignment:

Design Speed	K Value for Crest Vertical Curves (d)	K Value for Sag Vertical Curves (d)
mph	Feet	feet
15	12	27

(d) Rate of vertical curvature, K, is length of curve divided by the percent of algebraic difference in intersecting Grades (A). $K = L/A$

(i) Curves may vary to match existing topography.

4.33 Vertical Clearance Over Roadway: 16 ft.

4.34 Pavement Cross Slope: 0.0% - 4.0% No Crown

4.35 Grass Shoulder Cross Slope: Shoulder area to be determined by engineer and site conditions.

4.36 Pavement Build-up:
ADT 1-750

- 429-A Improved Bituminous Concrete Wearing Surface layer, ¾ inch Maximum aggregate size mix, ESAL Range B (220 lb/sy)
- 401-A Bituminous Treatment Type "A" (0.25 gal/sy)
- 301-A Compacted Granular Soil Base Course (sand/clay) Type "A" minimum of two 4" lifts of compacted thickness;
- **OR**
- 301-B Crushed Aggregate Base Course (limestone) Type "B" minimum 6 inch compacted thickness, (if used delete 401-A treatment)

4.4 Drainage Criteria

4.41 Drainage Criteria

Drainage should match existing topography. Additional drainage improvements to be determined by site by site basis.

4.5 Slope Criteria

4.51 Front slopes and back slopes should match existing topography.

CHAPTER 5

5. Design Waiver

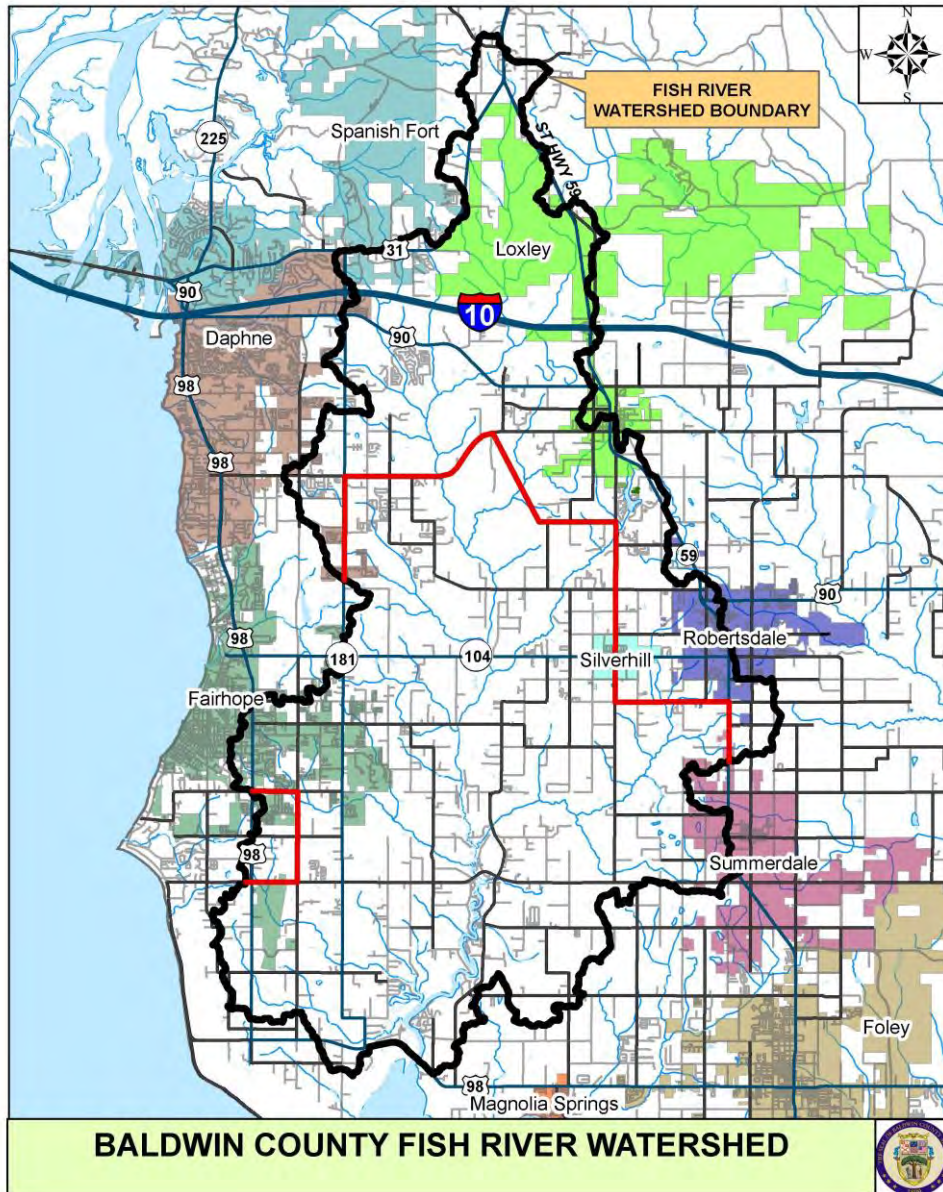
Design waivers shall be permitted in accordance with the following procedure. The engineer shall submit a written proposal which will detail the design change and outline the specific reasons and consequences of the change to the County Engineer. The County Engineer will submit the waiver with his recommendation to the County Commission for their consideration.

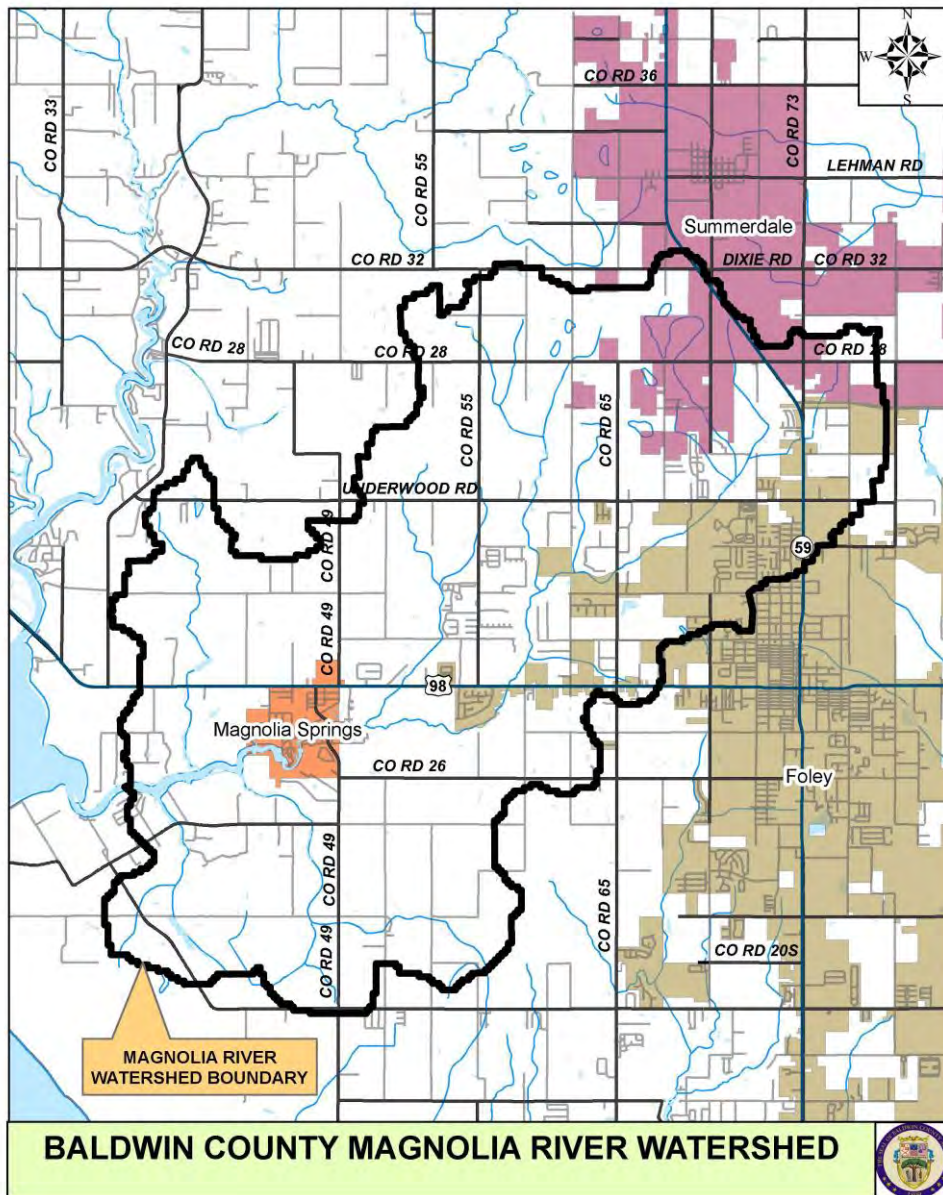
For clear zones, the criteria in this design policy should be treated as guidance and not as a county standard requiring a design exception if not numerically met.

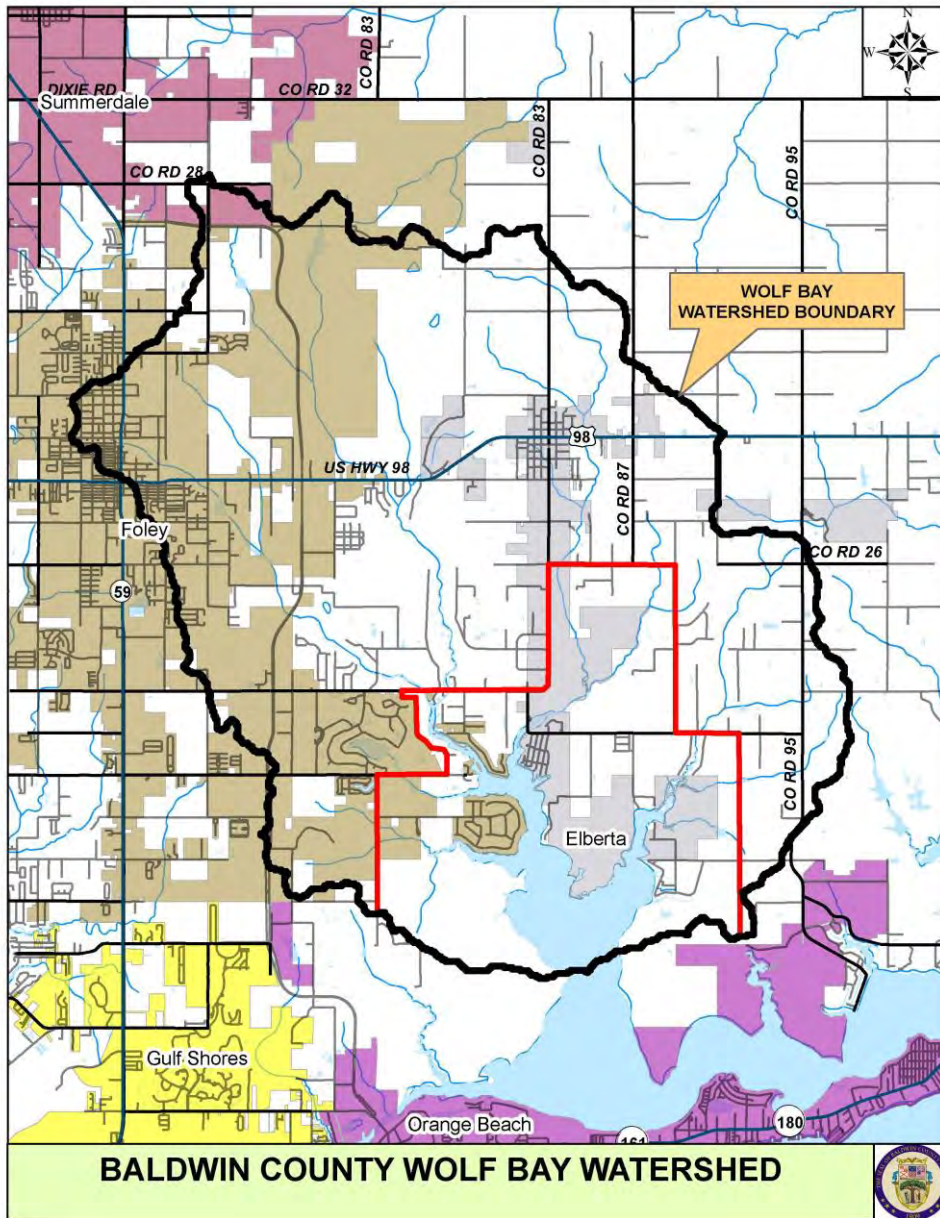
References

1. AASHTO, *A Policy on Geometric Design of Highways and Streets*, "The Green Book". Washington, D. C.: AASHTO, Current Edition.
2. U. S. Department of Transportation, Federal Highway Administration. *National Association of County Engineers Action Guide Series, Volume II-2*, Rural Transportation Planning. Washington, D. C.: 1995.
3. U. S. Department of Transportation, Federal Highway Administration. *National Association of County Engineers Action Guide Series, Volume II-4*, Rural Transportation Planning. Washington, D. C.: 1995.
4. Transportation Research Board, National Research Council. *Determination of Stopping Sight Distances, NCHRP Report 400*. Washington, D. C.: 1997.
5. Alabama Department of Transportation County Design Policy

Appendix 5. Watershed Study Maps







Appendix 6. Baldwin County Traffic Impact Study Requirements

1. TRAFFIC IMPACT STUDY REQUIREMENTS

1.1 General

The transportation impact report shall identify the traffic impacts and potential problems to be generated by a proposed use, and improvements required to insure safe ingress and egress from a proposed development, maintain street capacity, and eliminate hazardous conditions. The following policies and guidelines have been established for the preparation of Traffic Impact Studies (TIS) for development proposals of all land use types. These policies exist to ensure consistent and proper traffic planning and engineering practices are followed when land use actions are being considered. The guidelines provide for a standard process, set of assumptions, set of analytic techniques, and a presentation format to be used in the preparation of the TIS.

1.2 Applicability

Developers and/or property owners shall be required to conduct traffic impact studies, as described herein, for all proposed development that meet any or all of the following:

- a. When traffic generated by the proposed development would cause the daily or peak hour traffic volumes on adjacent streets that serve as access for the development to exceed acceptable levels as defined by Baldwin County;
- b. Where a development proposes to take direct access to a collector or arterial roadway; or
- c. In the opinion of the Baldwin County Engineer significant operational deficiencies and/or safety concerns currently exist or would be created as a result of the developments expected trip generation. Developers who are proposing developments are strongly encouraged to contact the Baldwin County Engineer to discuss traffic impact requirements prior to submitting a rezoning application or subdivision/site plans.

1.3 Applicant Responsibility

The responsibility for conducting a TIS and assessing the traffic impacts associated with an application for development approval rests with the Applicant. The assessment of these impacts shall be contained within a TIS report as specified herein. It shall be prepared under the supervision of, and sealed by, a Licensed Professional Engineer in Alabama with experience in traffic engineering and transportation planning/engineering.

For all State Highways within the study area, the Applicant is required to meet the requirements of the Alabama Department of Transportation (ALDOT) in addition to those of Baldwin County.

1.4 Capacity and Safety Issues

Development of property has a direct impact on transportation, including vehicular, transit, bicycle, and pedestrian traffic. In order to meet capacity and safety needs as they relate to the traffic generated from a particular land use, specific traffic circulation improvements should be made. The goal of the TIS is to address traffic related issues that result from new development and to determine the improvements required to address and mitigate those issues such that street maximum capacities are not exceeded and traffic and pedestrian safety is maintained. The competing objectives of vehicular movement, pedestrians, bicyclists, and others must be balanced in the development review process. The TIS will provide information and guidance as plans are developed and decisions made for the proposed development plan.

1.4.1 Vehicular Traffic Improvements.

Examples of traffic capacity and safety improvements to mitigate development impacts include: road widening, turn lanes, deceleration lanes, intersection through lanes, traffic signals, stop signs, design speed adjustments, modifications to access points, roundabouts and other traffic calming techniques as approved by the County.

1.4.2 Pedestrian Traffic Considerations and Improvements.

Examples of street conditions that promote safe, comfortable and convenient pedestrian environments include: narrower roadways that promote shorter walking conditions; short blocks; lower prevailing travel speeds; sidewalks; well-defined crosswalks, median refuge areas and islands at street intersections. Walkway tunnels and overhead structures are examples of safety improvements that afford maximum protection for pedestrians.

1.4.3 Bicycle Traffic Improvements.

The addition of on-street bicycle lanes or off-street bicycle paths may be needed to achieve connectivity between the proposed project and the existing bikeway system.

2. TRAFFIC IMPACT STUDY PROCEDURES AND CRITERIA

2.1 Scoping Meeting/Telephone Conference

2.1.1 Purpose.

A scoping meeting/telephone conference prior to the submittal of a request for rezoning or site/development plan will be required and used to determine the study area, study parameters and documentation requirements for conducting a Traffic Impact Study (TIS) for specific development proposals. The parameters determined in the scoping meeting/telephone conference represent general agreement between the County and the Applicant's consulting engineer, but they may not be all-inclusive. The County retains the right to require additional information and/or analysis to complete an evaluation of the proposed development project.

2.1.2 Meeting/Telephone Conference Setup and Content.

The applicant is required to contact the County to arrange for a Scoping Meeting/telephone conference to discuss the TIS requirements and determine the base assumptions. It is incumbent upon the Applicant to discuss the following:

1. Previous TIS prepared for the site, if any;
2. Location of the site;
3. Proposed access and its relationship to adjacent properties and their existing/proposed access;
4. Preliminary estimates of the site's trip generation and trip distribution at buildout;
5. Identification of proposed year of build-out;
6. Anticipated roadway improvements required to mitigate development impact;
7. Phasing plan proposed; and
8. Special analysis needs.

2.1.3 Results of Meeting/Telephone Conference

The Scoping Meeting/telephone conference shall conclude with the County and Applicant in mutual agreement with regard to determining the level of detail and extent to which the TIS will need to address each of the following:

1. Study area for the impact analysis;
2. Other developments within the study area;
3. Existing intersection counts;
4. Intersections and roadways to be studied in detail;
5. Existing traffic volume forecasts;
6. Location of the nearest bicycle and pedestrian facilities; and
7. Special analysis needs (non traditional peak hour volumes for some uses, neighborhood impacts, access management plans, etc.)

2.2. Evaluation Elements

The key elements of the project traffic impact assessment shall be specified by the County from the following list:

1. Conformity with the transportation related policies of Baldwin County, including any other adopted access plans.
2. Peak hour intersection and roadway level of service.
3. Appropriateness of access locations;
4. Location and requirements for turn lanes or deceleration lanes at accesses or intersections, including recommendations for taper lengths, storage length, deceleration lengths, and other geometric design requirements as required by the County or ALDOT.
5. Sight distance evaluations and recommendations (intersection, stopping, passing);
6. Continuity and adequacy of pedestrian and bike facilities;
7. Recommended traffic control devices for intersections which may include two way stop control, four way stop control or yield signs, school flashers, school crossing guards, crosswalks, traffic signals or roundabouts.
8. Traffic signal and stop sign warrants.
9. Other items as requested by the County Engineer and agreed to in the Scoping Meeting/telephone conference.
10. Neighborhood and public input issues.

2.3 Roadway Traffic Volumes/Traffic Counts

Current morning and afternoon commuter peak hour (7-9 A.M. and 4-6 P.M.) traffic counts as specified by the County Engineer shall be obtained for the roadways and intersections within the study area for one, non-holiday Tuesday, Wednesday, or Thursday. Each peak hour count shall be conducted over the designated hours (or as specified by the County Engineer) and shall include fifteen (15) minute count data to clearly identify the peak hours.

Weekend counts and/or average daily counts may also be required where appropriate and when required by the County Engineer. ALDOT average weekday traffic (AWT) counts may be used when available. Pedestrian counts and bike usage should be obtained. Vehicle classification counts may be required.

In any case, these volumes shall be no more than one year old (from the date of application submittal). The source(s) of each of the existing traffic volumes shall be explicitly stated (ALDOT counts, new counts by Applicant, etc.). Summaries of current traffic counts shall be provided. Based on the impacts to daily and peak hour traffic volumes from Baldwin County Schools or immediately adjacent City Schools, the County will require the use of adjustment factors for data collected when either of these facilities is not in operation. Adjustment factors proposed for use in any TIS shall be submitted along with all supportive data to the County Engineer for review and approval. If in the opinion of the County Engineer, the proposed adjustment factors will not accurately reflect traffic conditions that would be in place during school operations, traffic count data will be accepted and require collection during those periods when the educational facilities are in operation.

In most cases, the actual completion of developments will occur at some time in the future. As part of the TIS, an annual growth rate of adjacent roadways and intersections will be developed. Growth rates utilized in the preparation of a TIS must be based on historical traffic growth, use of a regional travel demand model or other methods as approved by the County Engineer. Application of traffic growth shall be applied for buildout conditions and other interim development levels as required by and approved by the County Engineer.

2.4 Intersection Level of Service.

As a minimum, A.M. and P.M. peak hour intersection levels of service shall be determined for the existing signalized and unsignalized intersections at all study intersections and roadways. Additional intersections should be included in the analysis where post development conditions are considered by the County to be significant. The analysis shall use procedures as described in the latest edition of the Highway Capacity Manual. Capacity analyses for intersections shall be based on individual approach levels of service whereas impacts on roadways shall be based on daily traffic volumes and the specific roadway classification.

2.5 Trip Generation Rate.

Trip generation rates utilized for conducting traffic impact studies in Baldwin County should be taken from actual rates developed and generated from land uses in the area. When data is not available for a proposed land use or for a land uses unique to the Baldwin County area is proposed, the Applicant must conduct a local trip generation study following procedures prescribed in the ITE Trip Generation Manual and provide sufficient justification for the proposed generation rate. This rate must be approved by the County Engineer prior to its use in the TIS written study.

If, in the opinion of the Baldwin County Engineer, trip generation rates found in the latest edition of the Institute of Transportation Engineers' Trip Generation Manual or other industry publications accurately reflect the trip generation characteristics of a particular land use proposed, that trip generation rate may be used in forecasting traffic to be generated by a development.

2.6 Preliminary Land Use Assumptions.

The trip generation values contained in studies submitted prior to the establishment of a site-specific development plan shall be based on the maximum number of dwelling units permitted by the Baldwin County Zoning Ordinance for the approved land uses, and/or the maximum trip generation rates for the nonresidential development proposed land use action. When a TIS is being developed for a project with an established site-specific development plan, trip generation shall be based on actual dwelling unit counts and square footage(s) proposed on the final plan.

2.7 Trip Generation Table.

The Applicant shall prepare a Trip Generation Table, listing at a minimum, each type of land use within the site at build-out, the size and unit of measure for each land use, trip generation rates (total daily traffic, A.M. and P.M. peaks), and the resultant total trips generated.

2.8 Trip Distribution.

The distribution of site generated traffic must be documented in the TIS. The procedures and rationale used in determining the trip distributions for proposed developments must be fully explained and documented. It is recommended the Applicant coordinate with the Baldwin County Engineer to establish an acceptable distribution pattern. Distribution patterns assumed for development shall be illustrated in graphic format and provided to the County Engineer prior to proceeding with the remainder of a traffic impact study.

2.9 Requirement for Additional Lanes

Within the study area of a TIS, as established by agreement between the County and the Applicant, additional lanes may be required on streets where minimum levels of service are exceeded for existing cross sections based on post development conditions. If such additional lanes are required, as established as part of the TIS, they can include general purpose through lanes, left turn lanes and right turn lanes. Additional lanes, when determined by a TIS and in the opinion of the County Engineer of the need for such lanes is established, shall be provided by the Applicant. Such improvements must be designed and constructed to county or state standards. The cost of such improvements will be borne entirely by the Applicant.

During the design phase of providing additional lanes on public streets and roadways, if it is determined that additional right-of-way is required to construct such additional lanes; the Applicant shall provide additional right-of-way along their property frontage as directed by the County Engineer. If the construction of such additional lanes requires right-of-way beyond the property frontage of the Applicant, the Applicant shall work with the County to devise a method to provide the additional right-of-way and related roadway improvements or modify their development plan to remove the requirement for such additional lanes.

2.10. Intersection Delay

An A.M. and P.M. commuter peak hour intersection level of service analysis shall be conducted for each intersection analyzed in the TIS for existing conditions and those that reflect post development conditions. This analysis shall be based on procedures specified in the most recent release of the Highway Capacity Manual. In those areas adjacent to or in close proximity to County schools or adjacent City Schools, additional peak hour analyses shall be conducted for those afternoon hours which reflect the peaks for those facilities. The intent of this analysis is to establish the existing and post development intersection delays and related levels of service for comparison and determination of impacts on operations.

2.11. Driveway Access.

Driveway plan concepts for a development shall be submitted to the County for approval prior to development of construction plans. Because frequent curb cuts and driveways providing access to numerous adjoining properties are an impediment to the proper functioning of major streets, on-site circulation and cross-access agreements between lots are encouraged. Minimum spacing of driveways and other curb cuts shall conform to the minimum standards outlined in the Subdivision Regulation of Baldwin County.

Where an intersection contains a left-turn stacking lane, any driveway opposite such lane shall not permit left turns into or from the driveway. Raised islands or other approved methods of restricting these movements will be required as approved by the County Engineer. Limitations on movements from driveways near intersections shall also apply to deceleration lanes.

Required distances between curb cuts and street corner property lines shall be measured from the edge of the curb cuts.

Various roadways in Baldwin County have center medians that have been constructed for both traffic safety and aesthetic considerations. Any alteration of existing or planned roadway medians shall be allowed at the discretion of the Baldwin County Council. Alterations to existing medians shall only be considered where such alternation is deemed by the County to be in the public interest. In those cases where medians are proposed for alternation as part of a development, it will incumbent on the Applicant to demonstrate through traffic operational analysis in the TIS that such alternation can be implemented and not compromise public safety.

On those routes maintained by the Alabama Department of Transportation, an access permit is required from that agency. The County shall be copied on all ALDOT permit applications within Baldwin County and its planning jurisdiction.

2.12. Traffic Signals.

2.12.1. Proposed and existing access points, proposed intersections, and existing intersections effected by the land use actions being analyzed in the report that have any potential for traffic signalization will be reviewed and discussed during the Scoping Meeting/telephone conference.

2.12.2 During the Scoping Meeting/telephone conference an outline of locations for signal warrant analysis will be agreed upon.

2.12.3 Signal Warrant Analysis for potential signal locations shall consist of a review of the applicable signal warrants contained in the Manual on Uniform Traffic Control Devices. On roadways controlled by the Alabama Department of Transportation, procedures for meeting traffic signal warrants as established by that Department shall be followed.

2.12.4 Alternatives to signalization at potential signal locations will be discussed in the Scoping Meeting/telephone conference and the TIS report. The alternatives to adding new intersections would include added access points, limited movements at access points, frontage roads, joint use access points, roundabouts and other such designs as required and / or approved by the County.

2.12.5 If any signal timing and/or phasing changes are proposed as a mitigation measure of a TIS, an appropriate analysis of the intersection where the signal exists shall be conducted to demonstrate the potential implications of the suggested modifications. Such modifications to existing traffic signals in Baldwin County shall require submittal of a request for such change with supportive documentation of analysis and findings and shall not be undertaken without approval from the County Engineer.

2.12.6 Sight distance concerns that are anticipated or observed which may impact driveway, intersection, or roadway operation and safety need to be discussed in the TIS. Recommendations regarding stopping sight distance, intersection sight distance, and passing sight distance needs should be provided by the Applicant's traffic engineer for detailing on the final development, site plan, or final construction plans. Intersection sight distances requirements shall meet the guidelines as established in Section 436 of the Baldwin County's Zoning Ordinance and / or AASHTO.

2.13 Mitigation Measures

When a project's vehicular impacts are determined to not meet the minimum acceptable level of service standard, the TIS shall include feasible measures which would mitigate the project's impacts. An appropriate measure of traffic mitigation would be the ability of roadway, intersection and traffic control improvements to maintain acceptable levels of service for the impacted facility. In the case of interstate and arterial routes, a level of service of "D" for post development conditions would be required and a post level of service of "C" would be required on all other roadways and intersections. Mitigation measures could include the addition of added through lanes (roadway widening), left turn lanes, right turn lanes, improved traffic control, access management and other such measures as deemed appropriate by analysis and concurrence by the County.

2.14 Traffic Signal Operations Improvements

Traffic Signal Operational improvements shall include upgrading signals to include additional signal phases and timing plans, signalization of an unsignalized intersection and/or implementation of traffic signal systems. Signal improvements and/or installations on County streets must be approved by the County Engineer. Traffic signals recommended to be installed on ALDOT roadways shall be jointly approved by the State and County.

2.15 Street Widening and Other Physical Improvements

Mitigation measures, which include street widening, and other physical improvements must be demonstrated to be physically feasible and must meet minimum County standards and codes for both on-site and off-site improvements. As part of the basic TIS analysis, a determination of the need for left and right turn lanes as a result of development generated traffic should be undertaken. The analysis techniques utilized shall include procedures and methods outlined in the National Cooperative Highway Research Program (NCHRP) report 213 or other methodologies as approved by the County Engineer.

2.16 Geometric Improvements

The needs for turn lanes and other auxiliary lanes shall be determined based on the criteria as established by Baldwin County each development access and study intersection included in the TIS. The basis of design for such devices shall generally be ITE, AASHTO, ALDOT, or other nationally accepted standards as approved by the County. All proposed project entrances onto arterial and collector streets shall be evaluated as to whether they require deceleration lanes.

3. TRAFFIC IMPACT STUDY REPORT CONCLUSIONS

3.1 Recommended Improvements

The findings of the Traffic Impact Study should be provided in summary format, including the identification of any areas of significant impacts and recommended improvements/mitigation measures to achieve the maximum volume standards for all modes.

3.1.1 Geometric Improvements

The TIS shall include recommendations for all geometric improvements such as pavement markings, signs, adding through or turn lanes, adding project access and assorted turn lanes and changes in medians. Sufficient dimensions/data shall be identified to facilitate review. Anticipated right-of-way needs shall also be identified. This information shall be made available to the project civil engineer for use in preparing scaled drawings.

3.1.2 Responsibility

The Traffic Impact Study shall describe the location, nature and extent of all transportation improvements required to achieve the required post development levels of service within the study

area. The responsibility for implementation of the post development mitigation measures shall rest with the Applicant.

4. TRAFFIC IMPACT STUDY REPORT OUTLINE

4.1 Introduction (Purpose of report and study objectives)

4.2 Proposed Development

- A. Site Description** (include small version of site plan in appendices)
- B. Site Location** (include site location map)
- C. Zoning** (Current and proposed)
- D. Time Frame of Development** (include any phasing of development which is anticipated)

4.3 Background Information

- A. Background Traffic Growth Rate** (include projected traffic growth rate for the development time frames included in the proposed development and include method for traffic growth projections)
- B. Off-Site Developments** (description of other significant development in the vicinity which could impact traffic conditions in the study area)
- C. Planned and Programmed Roadway Improvements** (description of any Planned or Programmed Roadway Improvements within the study area which could impact traffic conditions within the study area during the time frame for development of the proposed project)

4.4 Existing Traffic Conditions

- A. Traffic Count Data** (introduce and illustrate current traffic counts for the study area roadways and intersections)
- B. Existing Conditions Capacity Analysis** (evaluate study area roadways and/or intersections based upon industry standard capacity analysis methods)
- C. Summary of Existing Traffic Conditions** in the study area

4.5 Future Traffic Conditions

- A. Background Traffic Growth** (apply the background growth rate for the time frame for a give phase of development)
- B. Inclusion of Planned or Programmed Improvements** (in the event any of the Planned or Programmed improvements are to be included in the analysis of future traffic conditions, a status of the projects and time frame of the projects should be demonstrated)
- C. Trip Generation Estimates** (estimate trip generation potential for each level of development)
- D. Trip Distribution** (describe the anticipated routes for traffic expected to be generated by the proposed development and illustrate the findings in graphic format)
- E. Traffic Assignment** (assign traffic expected by the proposed development to the study area roadways based upon the distribution patterns established)
- F. Future Conditions Capacity Analysis** (evaluates the study area roadways and intersections as well as site accesses with post-development traffic volumes)
- G. Identify Capacity Deficiencies** (identify roadways and/or intersections in which capacity deficiencies are expected for future traffic conditions)
- H. Recommended Roadway and Traffic Control Improvements** (develop and test potential improvements for the study area roadways and intersections aimed at mitigation of traffic impacts resulting from development traffic)

- I. **Internal Circulation** (demonstrate the ability of the site's internal circulation pattern to handle site generated traffic)
- J. **Capacity Analysis with Recommended Improvements** (demonstrate the effectiveness of Recommended Roadway and Traffic Control Improvements and resultant levels of service)

Note: These steps should be taken for each level of development within the corresponding time frame.

- 4.6 **Summary and Conclusions** (provide a summary of the findings of the study effort to include existing traffic conditions, future traffic conditions for each level of development, and the recommended improvements aimed at mitigating potential traffic impacts resulting from the proposed development for each level of development).

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DRAFT

CERTIFICATION

I, Billie Jo Underwood, Chairman of the County Commission of Baldwin County, Alabama, and as authorized by the Baldwin County Commission in Regular Session duly assembled on October 6, 2020, hereby certify to the Office of the Judge of Probate of Baldwin County, Alabama, that the foregoing instrument, Resolution #2021-006 of the Baldwin County Commission, is a true and correct copy of a resolution adopted by the County Commission of Baldwin County, Alabama, during its Regular Session held on the 6th day of October, 2020, at the County Seat in Bay Minette, Alabama.

WITNESS, my hand under the Seal of the County Commission of Baldwin County, Alabama, on this the 6th day of October, 2020.

Billie Jo Underwood, Chairman
County Commission of Baldwin County, Alabama

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/30/2020

Re: Amendments to the Baldwin County Subdivision Regulations

Proof of Advertisement for the Baldwin County Commission Public Hearing on 10/6/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for:

Amendments to the Baldwin County Subdivision Regulations

The County Commission public hearing is scheduled for **Tuesday October 6, 2020**

Please let me know if you have any questions.

Thank You,

DJ Hart



THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

September 16, 2020

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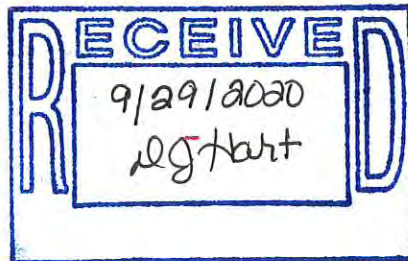
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



Summerdale discusses bringing charging stations downtown

By JESSICA VAUGHN
jessica@gulfcoastmedia.com

SUMMERDALE — Summerdale Mayor David Wilson has shown interest in bringing charging stations for electric cars to the downtown area. While no official decision has been made, the town Economic Development Department is looking into grants and information on what it may take to bring the units to the community.

Wilson stated with the rise in popularity for these vehicles, he feels

bringing a super charging station, which takes approximately thirty minutes to charge a vehicle, would put the town ahead of the game.

"People who have these cars, whenever they're running low on power, they hit their GPS and it'll say there's a charging station in Summerdale," he said. "This would bring them into downtown Summerdale and they could charge their car while they walk around our park, see what shopping and dining we have to offer. It's an awesome way to bring

people into the town, and an asset to draw businesses to around the park."

Councilmember Norma Giles voiced concerns over spending money to pursue the project without any guarantee of a return. Councilmember Travis Townsend, on the other hand, expressed interest, stating he knew someone who drove an electric car and while on trips would stop every four hours to recharge, using that time to eat, shop, and relax.

"It's something to think about and some-

thing to look into," Wilson said. "We really need to make sure that we're not keeping our heads in a box when it comes to what the future's going to hold, you need to be innovative... There's a lot of things you can walk to from our park, which would be a great place to locate these, so please don't be closed-minded. Let's keep an open mind and look into this."

For more information on the Town of Summerdale, check out www.summerdaleal.com.

Foley receives FY2020 GOMESA grant

By JESSICA VAUGHN
jessica@gulfcoastmedia.com

FOLEY — The City of Foley has been awarded a \$3 million GOMESA (Gulf of Mexico Energy Security Act) grant for Foley Nature Parks expansion and enhancement. GOMESA grants come from offshore oil drilling.

"Of the money received, about \$2.25 million will be for land acquisition of environmentally sensitive lands by our nature parks," said Environmental Director Leslie Gahagan. "The remaining \$750,000 will be for park enhancements and road connectivity around the park."

The second part of the project will consist of bike path improvements and fixing the southern road into the park for the disc golf area. No match is required for the grant, and the city has 12 months to spend the money. All monies will be received upfront.

"This is the first time Foley's ever received this type of grant," Gahagan said. "Our Wolf Creek Park was purchased with GOMESA funds, but that was Baldwin County who had received those funds. Cities very rarely receive this type of money."

For more information, visit <https://cityoffoley.org>.

GATEWAY

CONTINUED FROM 1

were Rodney Sanders, stamping press operator; Phillip Gingras, tool & die maker; Paul Zaborny, tool & die maker; John

Moore, tool & die maker; and Edward Anglin, stamping press operator. To receive journeyman status, apprentices must show comprehensive and complete competency in all of the skills necessary for mastering a position

as well as required educational competencies.

"We're very proud of their accomplishments, we're very proud to have been able to partner with the Chamber to make this happen," said Jennifer Minto, human

resource manager at Vulcan, Inc. "It gives our employees a really great opportunity to expand their knowledge base and become better employees and better people. It's something that they will use for years to come at Vulcan, but even if they decide to move into other arenas in their life it's something that will always benefit them from a training and development standpoint."

The Gateway Initiative began in 2018. A collaborative effort between the South Baldwin Chamber of Commerce and Coastal Alabama

Business Chamber to increase and improve the workforce in the area, the team has worked to bring apprenticeships to benefit the workforce and livelihood of the community.

"We are very pleased to have Vulcan as the shining example taking advantage of our apprenticeship sponsorship," said Sally Westendorf of the Gateway Initiative. "For most businesses, there are major incentives for implementing the ap-

prenticeship model, including structured succession planning and training coupled with the tax incentives offered by the Alabama Office of Apprenticeship. For Vulcan, the program is in place for the sheer value to their employee development program as they are an employee-owned company not eligible for tax incentives."

To learn more about the Gateway Initiative, check out their website at <https://gatewayinitiative.com>.

JOB DESCRIPTION

Job Title: Water, Wastewater and Natural Gas Foreman

Supervisor: Public Works Director

Job Status: Full-Time/Non-Exempt

Pay Grade: 9

Job Class: Classified

QUALIFICATIONS REQUIRED:

- High School Graduate or GED equivalent,
- Ability to communicate and effectively deal with general public, vendors and other government agencies,
- Basic Computer skills/experience,
- Valid Driver's License,
- Strong leadership skills,
- Ability to operate basic office equipment (computer, phone system, smart phone, copy machine, etc).

QUALIFICATIONS PREFERRED:

- Class B Commercial Driver's License or ability to acquire within 6 months of employment
- Experience operating machinery and equipment like a backhoe, skid-steer, dump truck, excavator

DUTIES:

- Responsible for the operation, maintenance and repair of the City's water distribution system, wastewater collection system and gas distribution system
- Identify problems and determine solutions for all issues relating to the water, wastewater and gas systems
- Ensure all regulatory guidelines are followed and all mandated reports, inspections and tests are completed in a timely manner
- Handle and resolve customer concerns and complaints regarding the water, wastewater and gas systems
- Monitor, distribute and ensure completion of work orders in City work order system
- Supervise a crew of approximately 12 people to include work assignments, time keeping, performance records, disciplinary issues along with other general supervisor duties
- Maintain appropriate levels of inventory to complete jobs and assignments as necessary
- Consult with vendors and contractors on projects as needed
- Other duties as assigned by the Public Works Director

PHYSICAL REQUIREMENTS:

- Must be physically capable of lifting at least 50 pounds and performing the above described duties

ENVIRONMENTAL FACTORS:

- Work is in both an office and outdoor setting, so candidate must be able to operate in outdoor weather conditions depending on the season
- This position will work Monday-Friday from 7:00am - 4:00pm with occasional work outside of those days and times

Applications are available at 22650 East Chicago Street, Robertsdale.

NOTICE OF PUBLIC HEARING

AMENDMENTS TO BALDWIN COUNTY SUBDIVISION REGULATIONS

NOTICE IS HEREBY GIVEN that the Baldwin County Commission, during its October 6, 2020, regular meeting, will consider approving amendments to the Baldwin County Subdivision Regulations after a Public Hearing, pursuant to Article 12 of the Baldwin County Subdivision Regulations. The October 6, 2020, regular meeting of the Baldwin County Commission will be held in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama. The Baldwin County Commission meeting begins at 8:30 a.m. If you wish to be heard in opposition to or in favor of the proposed amendments during the Public Hearing, please be in attendance by 8:30 a.m.

The Baldwin County Commission will consider proposed amendments to the Baldwin County Subdivision Regulations. Copies of the proposed amendments are available for viewing at the following locations:

1. Baldwin County Highway Department, 3rd and 4th Floors, Baldwin County Central Annex II Building, 22070 State Highway 59, Robertsdale, Alabama;
2. Baldwin County Commission Office, Baldwin County Administration Building, 322 Courthouse Square, Bay Minette, Alabama;
3. Baldwin County Commission Office, Fairhope Satellite Courthouse, 1100 Fairhope Avenue, Fairhope, Alabama;
4. Baldwin County Commission Office, Baldwin County Central Annex Building, 22251 Palmer Street, Robertsdale, Alabama;
5. Baldwin County Commission Office, Foley Satellite Courthouse, 201 East Section Avenue, Foley, Alabama;
6. Baldwin County Planning and Zoning Department, Foley Satellite Courthouse, 201 East Section Avenue, Foley, Alabama; and
7. Baldwin County Courthouse, 312 Courthouse Square, Bay Minette, Alabama

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Wayne Dyess, County Administrator, at (251) 580-2550 or wayne.dyess@baldwincountyal.gov.

If you have any questions, please contact the Baldwin County Planning and Zoning Department at (251) 580-1655.

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/09/2020, 09/16/2020, 09/23/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/23/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 315711

Amend. BC Sub. Reg. (made changes from DJ)

Amount of Ad: \$305.28

Legal File# Amend. BC Sub.

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5. Baldwin County Commission Office, Foley Satellite Courthouse, 201 East Section Avenue, Foley, Alabama;

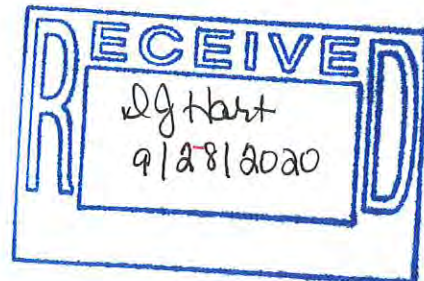
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If you have any questions, please contact the Baldwin County Planning and Zoning Department at (251) 580-1655.

September 9-16-23, 2020





Baldwin County Commission

Agenda Action Form

File #: 21-0042, Version: 1

Item #: DR2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Vince Jackson, Development Review Planner

Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE

Case No. Z-20026 - Merritt and Walding, LLP Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-125, which APPROVES Case No. Z-20026, Merritt and Walding, LLP Properties, as it pertains to the rezoning of approximately 19 acres, located in Planning (Zoning) District 12, from RA, Rural Agricultural District, to B-4, Major Commercial District.

BACKGROUND INFORMATION

Previous Commission action/date: September 22, 2020

Background: The subject property, which is currently undeveloped, is zoned RA, Rural Agriculture District. It consists of approximately 19 acres and is located at the northeast quadrant of the I-10 and Baldwin Beach Express Interchange. The designation of B-4, Major Commercial District, has been requested in order to allow for a Recreational Vehicle (RV)/Camper Dealership. The proposed use would be allowed by right under the requested zoning.

The Planning Commission considered this request on August 6, 2020 and voted to recommend APPROVAL to the 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? Yes. Gulf Coast Newspapers.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Merritt and Walding Properties, LLP
P.O. Box 1670
Point Clear, Alabama 36564

Additional instructions/notes: Planning and Zoning Department - Update zoning map.



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-20026

Merritt and Walding Properties, LLP Property

Rezone RA, Rural Agriculture District to B-4, Major Commercial District

October 6, 2020

Subject Property Information

Planning District: 12
General Location: Northeast Quadrant of I-10 and the Baldwin Beach Express
Physical Address: N/A
Parcel Numbers: 05-41-02-04-0-000-005.001
Existing Zoning: RA, Rural Agriculture District
Proposed Zoning: B-4, Major Commercial District
Existing Land Use: Undeveloped
Proposed Land Use: Commercial (Recreational Vehicle/Camper Dealership)
Acreage: 19 acres, more or less
Applicant: Merritt and Walding Properties, LLP
P.O. Box 1670
Point Clear, Alabama 36564
Owner: Same
Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning	
North	Residential/Agricultural	B-4 and RA, Rural Agricultural	
South	Interstate 10	N/A	
East	Residential/Agricultural	RA, Rural Agricultural	
West	Residential/Agricultural	Town of Loxley	Formerly B-4, Major Commercial

Summary

The subject property, which is currently undeveloped, is zoned RA, Rural Agriculture District. It consists of approximately 19 acres and is located at the northeast quadrant of the I-10 and Baldwin Beach Express Interchange. The designation of B-4, Major Commercial District, has been requested in order to allow for a Recreational Vehicle (RV)/Camper Dealership. The proposed use would be allowed by right under the requested zoning.

Section 3.2 RA Rural Agricultural District

3.2.1 Generally. This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 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) Outdoor recreation uses.
- (d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.
- (e) The following local commercial uses: fruit and produce store.
- (f) The following institutional uses: church or similar religious facility; school (public or private).
- (g) Agricultural uses.
- (h) Single family dwellings including manufactured housing and mobile homes.
- (i) Accessory structures and uses.

3.2.3 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 general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).
- (b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.4 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) Transportation, communication, and utility uses not permitted by right.
- (b) Institutional uses not permitted by right.

3.2.5 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
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications.* Within the RA 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

Proposed Zoning Requirements

Section 5.4 B-4, Major Commercial District

5.4.1 *Purpose and intent.* The B-4, Major Commercial District, is intended for business uses which require a location with access to an arterial or major collector road (as defined by the Functional Classification System attached as Appendix) or which have close proximity to major intersections. Due to the nature of the businesses permitted within the B-4 district, this zoning designation should be limited to property fronting on principal arterials, major arterials or minor arterials. Ingress and egress to a roadway should promote safe and smooth traffic flow for the general traveling public. It is also the intent of this district to provide areas for businesses which, because of their intensity, outside storage areas, or large volumes of traffic, would have significant negative impacts on adjoining properties. These uses often have an actual or potential negative impact on surrounding properties due to late hours of operation, noise, and or light.

5.4.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-4, Major Commercial District:

- (a) All uses permitted by right under the B-3 zoning designation
- (b) Amusement park
- (c) Auto convenience market (limited to less than 4,000 sq.ft. of gross floor area and maximum of 4 fueling pumps)
- (d) Automobile parts sales
- (e) Automobile repair (mechanical and body)
- (f) Automobile sales
- (g) Automobile service station
- (h) Automobile storage (parking lot, parking garage)
- (i) Boat sales and service
- (j) Building materials
- (k) Farm implements
- (l) Flea market

- (m) Home improvement center
- (n) Hotel or motel
- (o) Manufactured housing sales, service and repair
- (p) Marina
- (q) Motorcycle sales service and repair
- (r) Movie theatre
- (s) Recreational vehicle park
- (t) Recreational vehicle sales, service and repair
- (u) Restaurant, drive-in
- (v) Restaurant, fast food

5.4.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-4, Major Commercial District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*:

- (a) Airport
- (b) Ambulance/EMS service
- (c) Armory
- (d) Auditorium, stadium, coliseum
- (e) Barge docking
- (f) Broadcasting station
- (g) Bus and railroad terminal facility
- (h) College or university
- (i) Convalescent or nursing home
- (j) Correctional or penal institution
- (k) Dog pound
- (l) Electric power substations
- (m) Freight depot, rail or truck
- (n) Hospital
- (o) Landfill
- (p) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies
- (q) Race track
- (r) Radio and television station and transmitting tower
- (s) Railroad facility
- (t) Sewage treatment plant
- (u) Taxi dispatching station
- (v) Taxi terminal
- (w) Telephone exchange
- (x) Water or sewage pumping station
- (y) Water storage tank
- (z) Wireless telecommunication facility
- (aa) Zoo

5.4.4 *Area and dimensional ordinances.*

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.4.5 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 a property designated residential, which is located within 200-feet of the source of the light.

5.4.6 Distance between structures. If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.4.7 Landscaping and buffering. All B-4, Major Commercial District, uses shall meet the requirements of *Article 17, Landscaping and Buffers*.

Agency Comments

Baldwin County Highway Department:

Tyler Mitchell

DJ,

Access to this property via CR 68 would need to be coordinated with the Highway Department and would require a commercial access/turnout permit. This access should be planned for the easterly portion of the property.

Thank you,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

Weesie Jeffords

DJ,

Tyler talked to Joey about this one. Below are additional comments that go with his remarks.

Any connection to this property should be along the East/West portion of County Road 68. Connection should be permitted through the Baldwin County Highway Department Permits Section with a Commercial Turnout. Impacts to any current Highway project or projected project will be looked at if the application is submitted.

Access along the North/South portion of CR 68/Beach Express/I10 interchange can only be permitted through ALDOT. This would most likely would not be allowed due to this area being the "No Access Zone."

Thanks,

Weesie

ADEM: No comments received.

Municipality (Loxley): No comments received.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently undeveloped and has been used for agricultural purposes. The property adjoins County Road 68 to the north and the I-10/Baldwin Beach Express Interchange. The adjacent properties are residential and agricultural. Properties to the north and northwest are zoned B-4. Buc-ee's is located at the southwest quadrant of the interchange.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 12 was approved by the County Commission on November 7, 2006. The major change affecting this area is the completion of the Baldwin Beach Express and the I-10 interchange. As a result, numerous parcels, both north and south of I-10, have been rezoned to B-4. The most significant development to occur so far is Buc-ee's, which was permitted and developed under County zoning prior to annexation into the Town of Loxley.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They 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. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Agricultural is provided for the subject property. Approval of the rezoning will result in an amendment of the Future Land Use Map to Commercial. This category provides 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, LB, RV-1, RV-2, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

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Access along the North/South portion of CR 68/Beach Express/I10 interchange can only be permitted through ALDOT. This would most likely would not be allowed due to this area being the "No Access Zone."

Thanks,

Weesie

5.) Will the proposed change adversely affect traffic patterns or congestion?

The area has seen a significant increase in traffic and congestion since Buc-ee's opened. Development of the subject property will also bring about an increase in traffic. However, the traffic generated by the proposed use should be somewhat less than that generated by Buc-ee's. In addition, the location north of I-10 and the proximity to the interchange should help to minimize impacts. This will be looked at further during the permitting process, as discussed above.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The subject property abuts the Baldwin Beach Express to the east and the I-10 interchange. As previously stated in the B-4 Major Commercial District purpose and intent, B-4 zoning "is intended for business uses which require a location with access to an arterial or major collector road or which have close proximity to major intersections." Please also refer to the responses for standards 1 and 2.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent properties to the north and northwest are zoned B-4. Several parcels, including the location of Buc-ee's, were zoned B-4 prior to annexation into the Town of Loxley.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

There are no environmental conditions or historic resources which would be impacted by this request.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate.

N/A

Staff Comments and Recommendation

As stated previously, the subject property, which is currently undeveloped, is zoned RA, Rural Agriculture District. It consists of approximately 19 acres and is located at the northeast quadrant of the I-10 and Baldwin Beach Express Interchange. The designation of B-4, Major Commercial District, has been requested in order to allow for a Recreational Vehicle (RV)/Camper Dealership. The proposed use would be allowed by right under the requested zoning.

If the requested rezoning is approved, the applicant will be required to apply for Land Use approval and meet all zoning requirements including, but not limited to setbacks, building height, parking, signage, landscaping and buffering. Drainage plans will be reviewed by the Baldwin County Highway Department.

Staff feels that this is a reasonable request and recommends **APPROVAL**. * A decision should be made, based on the information obtained at the public hearing.

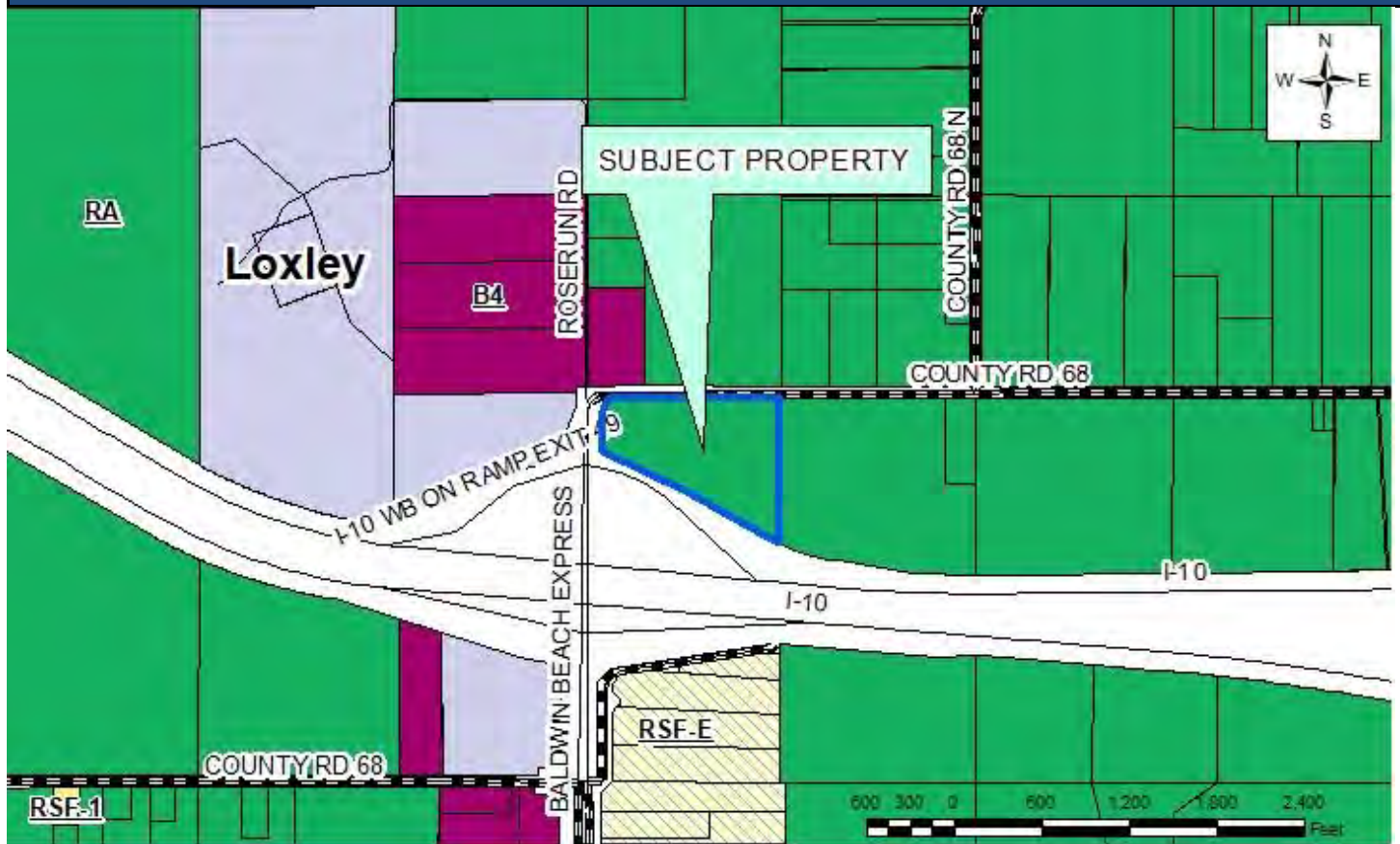
**On rezoning applications, the County Commission will be making the final decision.*

Property Images

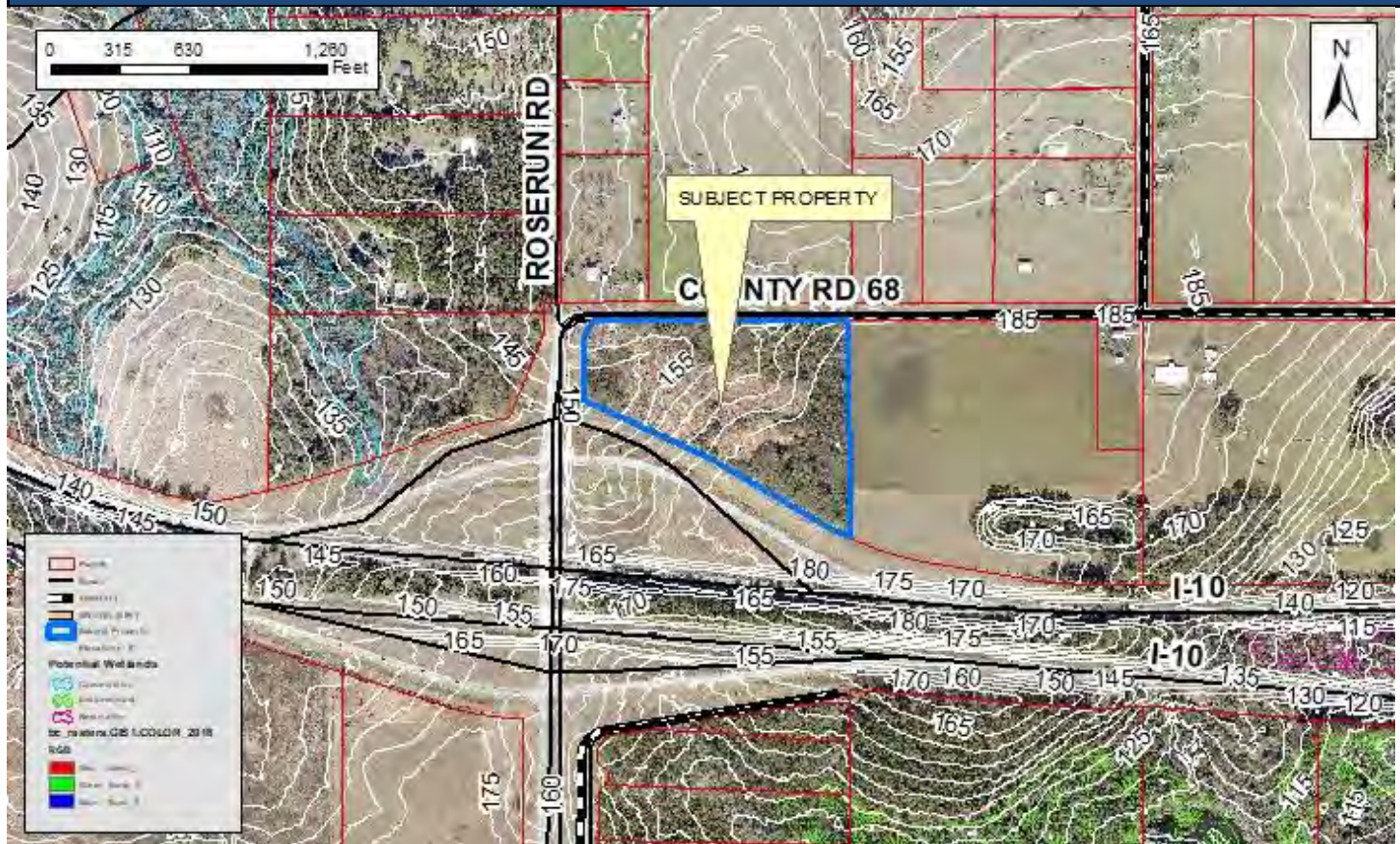




Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20026

Merritt & Walding Property

Rezone RA to B-4

August 6, 2020

Motion: TO RECOMMEND APPROVAL

Made by: BRANDON BIAS

Motion Seconded by: KEVIN MURPHY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	A	
Jason Padgett	A	

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 5-0

Mrs. Booth reported no deficiencies and recommendation of approval by staff. Max Dearing with Jade Development represented the applicant. There was no one present in opposition. Mrs. Booth answered questions.

Nancy Mackey made a motion to approve the request. Brandon Bias seconded the motion. All members voted aye. **Motion to approve Case S-20058 Fairhope Motor Coach Phase II Final Site Plan Approval carries on a vote of 5-0.**

VI. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

a.) CASE Z-20026 MERRITT & WALDING PROPERTIES LLP PROPERTY

Vince Jackson presented the request to rezone approximately 19 acres from RA to B-4 to allow a RV/Camper dealership. The subject property is located on the south side of County Road 68 east of the Baldwin Beach Express in Planning District 12.

Mr. Jackson reported recommendation of approval by staff and answered questions. Coley Boone with Merritt & Walding was present to represent the applicant and answered questions. There was no one present in opposition.

Brandon Bias made a motion to recommend approval. Kevin Murphy seconded the motion. **Motion to recommend approval for Case Z-20026 Merritt & Walding Properties LLP Property rezoning request from RA to B-4 carries on a vote of 5-0.**

b.) CASE Z-20027 ESTATE OF INEZ STOTS PROPERTY

Vince Jackson presented the request to rezone approximately .5 acres from RSF-3 to B-2 to allow commercial use of the property. The subject property is located at 9765 Milton Jones Road in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. Johnny Stanton signed up in opposition but did not speak at the podium.

Nancy Mackey made a motion to recommend approval to the County Commission. Robert Davis seconded the motion. Brandon Bias voted nay. All other members voted aye. **Motion to recommend approval to County Commission for Case Z-20027 Estate of Inez Stots Property rezoning request from RSF-3 to B-2 carries on a vote of 4-1.**

c.) CASE Z-20028 ESTATE OF INEZ STOTS PROPERTY

Mr. Jackson presented the request to rezone approximately 7.91 acres from RSF-1 to B-2 to allow commercial use of the property. The subject property is located at 28045 County Road 66 North in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. No one spoke in opposition of the request.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-125

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20026, Merritt and Walding Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Merritt and Walding Properties, LLP, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 12, for property identified herein and described as follows:

19 AC(C) IRR FM NE CORNER OF NW ¼ OF SE ¼ OF SECTION 4 TH RUN SOUTH 40'(S) FOR THE POB TH CONT S 996'(S) TH NW 1370'(S), TH NORTH 290'(S) TH NE 92' (S), TH EAST 1168'(S) TO THE POB SECTION 4-T5S-R4E (WD) IN#1586254

SAID DESCRIBED PARCEL CONTAINING 19 ACRES, MORE OR LESS.

Otherwise known as a part of tax parcel number **05-41-02-04-0-000-005.001**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agricultural District, to B-4, Major Commercial District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 6, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on October 6, 2020; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 12 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-20026, Merritt and Walding Properties, LLP, Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 12 from RA, Rural Agricultural District, to B-4, Major Commercial District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 12 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **6th** day of **October 2020**.

Honorable Billie Jo Underwood, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 9/10/2020
Re: Z-20026 Merritt and Walding Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/15/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20026 Merritt and Walding Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020**.

The County Commission public hearing is scheduled for **Tuesday September 15, 2020**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 314885

Z-20026 Merritt and Walding Properties, LLP Property

Amount of Ad: \$348.48

Legal File# Z-20026 Merrit

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF
PUBLIC HEARING
Case No. Z-20026
Merritt and Walding
Properties, LLP Property
Planning District 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Merritt and Walding Properties, LLP, owner of property located on County Road 68 in Planning District 12. The applicant is requesting approval to rezone 19± acres from RA - Rural Agricultural District to B-4 - Major Commercial District. The Parcel Identification Number is 05-41-02-04-0-000-005.001.

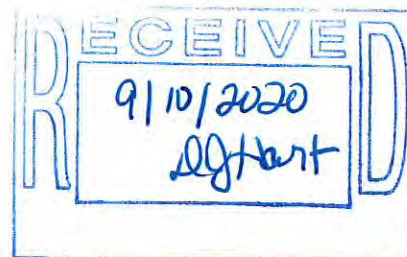
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 19-26; September 2, 2020





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 26, 2020

Account # 987101 PO # _____

Cost \$ 360.00 Ad # 265928 - 2 - 20026

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning
& Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

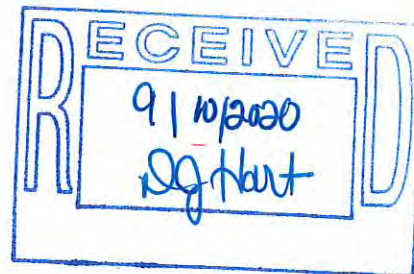
This 1st day of September, 2020
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



Loxley certifies elections for mayor, four council seats

By JOHN UNDERWOOD
john@gulfoastmedia.com

LOXLEY — The Loxley Town Council voted on Monday, Aug. 10 to certify elections for mayor and four of the five council seats after incumbents qualified unopposed in those races.

The council voted unanimously Aug. 10 to certify the elections of Mayor Richard Teal, Mayor Pro Tem Kasey Childress, Richard Lee

Wilson, Jeffrey T. Knight and Katherine Breeden, who all qualified unopposed in their respected races.

It was a four-way race for the Place 4 seat with the town's newest council member Chris McCall facing off against three challengers in the Aug. 25 election.

McCall was appointed last year to fill the council seat vacated by Teal, who was appointed as mayor following the

death of longtime Mayor Billy Middleton.

McCall faced Beth Lovell, Randy Smith and Philip Dembowski for the seat. Results from the election were not available at press time.

In other business Aug. 10, the council voted to appoint election officers for the Aug. 25 election, including Janice Christopherson, inspector; Carol Gardner, registration list clerk; Bridgett Kaiser, poll list clerk; Dot

Bishop, ballot clerk; and Todd Kaiser, alternate. Town Clerk Melissa Lawrence was appointed in July to oversee the election.

Also on Aug. 10, the council approved a transportation plan to use revenues anticipated from the Rebuild Alabama Act fund during the 2020-21 fiscal year.

The act, which was signed into law in March of last year by the State Legislature, increased

the gasoline and undyed diesel excise taxes by 6 cents per gallon effective Sept. 1, 2019. An additional 2-cent tax will be levied beginning Oct. 1 of 2020 and 2021 with additional tax adjustments, not to exceed 1-cent per gallon, to be levied effective Oct. 1, 2023 and every other year thereafter on July 1.

Municipalities and county governments throughout the state will receive funding through

the tax levy for roadway improvements, repairs, resurfacing, reconstruction or maintenance. The funds could also be used as match monies for any state or federal grant funded projects to perform roadway improvements, repairs, resurfacing, reconstruction or maintenance.

The Rebuild Alabama Act requires all municipalities to pass

SEE LOXLEY, PAGE 28

FOLEY

CONTINUED FROM 1

the last 13 which were spent as Foley's chief.

"Chief Wilson is probably one of the best, if not the best, hires that's been made at this city since I've been on this council, and I've been here awhile," said Council President Wayne Trawick. "We thoroughly appreciate [Wilson] being here and what [he has] done for this city, it brought us a long way, and it was hard to get here ... He is the absolute definition of a leader. He has left the department in a much better state than



JESSICA VAUGHN / STAFF PHOTO

he found it, and if that's not real leadership then I don't know what is."

Speakers for the event included Foley Mayor John Koniar, Baldwin County District Attorney Robert Wilters, Sheriff Hoss Mack,

and Bullock. Wilson's weapons, both his stock and backup, were approved as surplus and presented to him during the ceremony. The department's staff had his stock weapon customized in his honor.

Prior to coming to Foley, Wilson served on Daphne PD. Wilson was taught community-oriented policing by Captain Charlie McNichol, which he says he's never forgotten. Though retiring, Wilson will remain working part time as a Training Specialist for the City of Foley. He looks forward to using retirement to spend time with his wife Denise and their family.

"To our police department and city employees, Team Foley, I love working with you and am looking forward to it more in the future," said Wilson. "To our police department employees, I've already

shared with you how I feel about you, but what a great group of men and women to work with, and I'll take you with me for the rest of my days in my heart."

Bullock has served in law enforcement for 24 years. After his swearing in, Bullock thanked his family, friends, the City of Foley's staff, council, and mayor, the citizens of Foley, and Wilson.

"I'm proud to serve [the citizens of Foley]," Bullock said. "I grew up in this area, in this town, and I'm glad to give back to this family that I grew up in, so it's a pleasure and an honor to do that. And

if it wasn't for [Chief Wilson], I wouldn't be here I don't believe.

This man has shown us so many things when it comes to leadership, he has developed us, he has helped to get us to where we are.

We are very sad to be losing him. He's also a friend that is going to be missed, but he's still going to be around, we're still going to be going to lunch. I can't tell you how much I love David as a friend and as my chief, and I just think he's done so much for us. I know we're going to make him and the citizens and the council and everyone else proud."

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
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Fax: (251) 580-1656

Physical Address
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Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20026
Merritt and Walding Properties, LLP Property
Planning District 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Merritt and Walding Properties, LLP, owner of property located on County Road 68 in Planning District 12. The applicant is requesting approval to rezone 19± acres from RA - Rural Agricultural District to B-4 - Major Commercial District. The Parcel Identification Number is 05-41-02-04-0-000-005.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

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NOTICE OF PUBLIC HEARING

Case No. Z-20027
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of Estate of Inez Stots, owner of property located at 9765 Milton Jones Rd in Planning District 15. The applicant is requesting approval to rezone 0.5± acres from RSF-3 Single Family District to B-2 - Local Business District. The Parcel Identification Number is 05-43-05-22-0-000-019.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
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Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

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Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 9/10/2020
Re: Z-20026 Merritt and Walding Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/6//2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20026 Merritt and Walding Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/22/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/22/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313858

Z-20026 Merritt and Walding Properties

Amount of Ad: \$118.72

Legal File# Z-20026 Merritt

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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22251 Palmer Street
Robertsdale, AL 36567
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Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20026
Merritt and Walding Properties,
LLP Property
Planning District 12

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Merritt and Walding Properties, LLP, owner of property located on County Road 68 in Planning District 12. The applicant is requesting approval to rezone 19± acres from RA - Rural Agricultural District to B-4 - Major Commercial District. The Parcel Identification Number is 05-41-02-04-0-000-005.001.

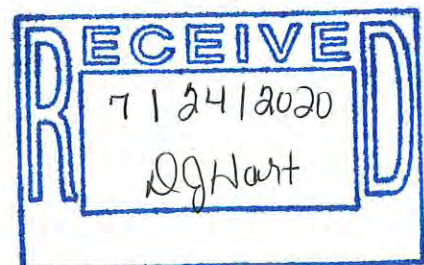
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, August 6, 2020, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
July 22, 2020





Baldwin County Commission

Agenda Action Form

File #: 21-0043, Version: 1

Item #: DR3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Vince Jackson, Development Review Planner

Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE

Case No. Z-20027 - Estate of Inez Stots Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-122, which APPROVES Case No. Z-20027, Estate of Inez Stots Property, as it pertains to the rezoning of approximately .5 acres, located in Planning (Zoning) District 15, from RSF-3, Single Family District, to B-2 Neighborhood Business District.

BACKGROUND INFORMATION

Previous Commission action/date: September 22, 2020

Background: The subject property, which consists of approximately .5 acres, is currently zoned RSF-3, Single Family District. B-2, Neighborhood Business District has been requested. According to the submitted information, the purpose of the request is to achieve the best use of the property and a designation which is consistent with its location. This application involves the same applicant as Case No. Z-20028, which is a similar request.

The Planning Commission considered this request on August 6, 2020 and voted to recommend APPROVAL to the 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? Yes. Gulf Coast Newspapers.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Ms. Patricia Reed
28045 County Road 66 North
Loxley, Alabama 36551

Additional instructions/notes: Planning and Zoning Department - Update zoning map.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-122

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20027, Estate of Inez Stots Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Patricia Reed, executor of the Estate of Inez Stots, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

104.3 X 208.5 BEG AT SW COR OF SE ¼ OF NE ¼ RUN TH N 15' FOR POB, CONT TH N 208.5', TH E 104.3', TH S 208.5', TH W 104.23 TO POB SEC 22-T5S-R2E (POA) IN#1200345

SAID DESCRIBED PARCEL CONTAINING .5 ACRES, MORE OR LESS.

Otherwise known as a part of tax parcel number **05-43-05-22-0-000-019.002**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-3, Single Family District, to B-2, Neighborhood Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 6, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on October 6, 2020; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-20027, Estate of Inez Stots Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-3, Single Family District, to B-2, Neighborhood Business District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **6th** day of **October 2020**.

Honorable Billie Jo Underwood, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-20027

Estate of Inez Stots Property

Rezone RSF-3, Single Family, to B-2, Neighborhood Business District

October 6, 2020

Subject Property Information

Planning District: 15
General Location: North side of Milton Jones Road, west of State Highway 181
Physical Address: 9765 Milton Jones Road, Daphne
Parcel Number: 05-43-05-22-0-000-019.002
Existing Zoning: RSF-3, Single Family District
Proposed Zoning: B-2, Neighborhood Business District
Existing Land Use: Residential
Proposed Land Use: Commercial (No use specified. Seeking best use of property.)
Acreage: .5 acres, more or less
Applicant: Patricia Reed
28045 County Road 66 North
Loxley, Alabama 36551
Owners: Estate of Inez Stots (Patricia Reed, Executor)
28045 County Road 66 North
Loxley, Alabama 36551
Lead Staff: Vince Jackson, Development Review Planner
Attachments: *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Residential	RSF-3, Single Family District
South	Light Industrial/Residential	M-1, Light Industrial/RSF-1
East	Residential	RSF-3, Single Family District
West	Commercial	B-3, General Business
Summary		

The subject property, which consists of approximately .5 acres, is currently zoned RSF-3, Single Family District. B-2, Neighborhood Business District has been requested. According to the submitted information, the purpose of the request is to achieve the best use of the property and a designation which is consistent with its location. This application involves the same applicant as Case Z-20028, which is a similar request.

Section 4.3 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
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 5.2 B-2, Neighborhood Business District

5.2.1 Purpose and intent. The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.

5.2.4 Mixed uses. Mixed residential and commercial uses may be permissible as conditional uses in the B-2 Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.
- (b) The residential uses shall be designed so that they are compatible with the commercial uses.
- (c) Residential and commercial uses shall not occupy the same floor of a building.
- (d) Residential and commercial uses shall not share the same entrances.
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed-use project exceed 4 dwelling units per acre.
- (f) Building height shall not exceed three stories.
- (g) A minimum of 30 percent of the mixed-use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).
- (h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.
- (i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See *Article 15: Parking and Loading Requirements*).

For additional information on use provisions, please Section 5.2, Section 5.3 and Article 23 of the zoning ordinance.

Agency Comments

Baldwin County Highway Department: Tyler Mitchell and Weesie Jeffords

DJ,

I agree with Tyler's comments.

Thanks,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>

Sent: Tuesday, July 21, 2020 4:00 PM

To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>; Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>

Cc: Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>; Audra Mize <AMIZE@baldwincountyal.gov>

Subject: RE: Z-20027 Estate of Inez Stots Property

DJ,

For any future development of the property, access to Milton Jones Rd would need to be coordinated with Daphne.

Thanks,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

ADEM: No comments received.

Municipality: City of Daphne. Adrienne Jones, Planning Director.

Good morning,

With regard to the Estate of Inez Stots property, in order to make an informed recommendation, I need information. For example, which zoning district does the county consider to be an appropriate transitional zone, one that is typically found on the edge of a heavier commercial district and a residential district?

From my direct observation Milton Jones Road has become increasingly more commercialized or perhaps industrialized, therefore, it is not surprising that a request for commercial zoning has been submitted for this parcel. A low intensity use or some type 9 am to 5 pm operation with adequate buffering/landscaping along the north and eastern boundary lines would be suitable. If B-2 is such a district to permit this, then I would recommend approval.

I hope this is helpful,

Adrienne

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with one dwelling. The property adjoins Milton Jones Road to the south. The adjoining properties are residential and commercial.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 15 was approved by the County Commission on August 1, 2006. Since that time, Highway 181 has been widened to four lanes from US Highway 90, south to Milton Jones Road, which has seen numerous rezonings from residential to commercial and industrial designations. In addition, it should be noted that property located at the intersection of State Highway 181 and County Road 64 has been annexed into the City of Daphne.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They 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. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject properties. Approval of the rezoning will necessitate an automatic change in the future land use designation to 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, HDR, RMH and PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial. This category provides 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, LB, RV-1, RV-2, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

Milton Jones Road is under the jurisdiction of the City of Daphne. Staff is unaware of any conflicts with existing or planned public improvements if the rezoning is approved.

Baldwin County Highway Department Comments

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I agree with Tyler's comments.

Thanks,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>

Sent: Tuesday, July 21, 2020 4:00 PM

To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>; Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>

Cc: Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>; Audra Mize <AMIZE@baldwincountyal.gov>

Subject: RE: Z-20027 Estate of Inez Stots Property

DJ,

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Thanks,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

5.) Will the proposed change adversely affect traffic patterns or congestion?

Commercial development of the subject property will cause an increase in traffic. The extent will depend on the nature and type of use to be constructed. Given the existing zoning designations and development patterns, traffic impact should be minimal.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

See response to Standard Number 1. This is an area in transition with Milton Jones Road becoming more commercialized as rezonings to commercial and industrial designations have been approved. Staff feels that this request is consistent with development patterns in the area.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent property to the west is zoned B-3, General Business District, with property further west being zoned B-2. Properties to the south are zoned M-1, Light Industrial District.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor, with this request. Given the trends in the area, requests for commercial rezonings will probably increase in the future.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

There are no environmental conditions or historic resources which would be impacted by this request.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

This is a broad standard which anticipates impacts which would extend beyond the subject property and adjacent parcels. Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate.

N/A

Staff Comments and Recommendation

As stated previously, the subject property, which consists of approximately .5 acres, is currently zoned RSF-3, Single Family District. B-2, Neighborhood Business District has been requested. According to the submitted information, the purpose of the request is to achieve the best use of the property and a designation which is consistent with its location. This application involves the same applicant as Case Z-20028, which is a similar request. For continued residential use of the subject

For the most part, staff does not support speculative rezoning requests. Although not required, information related to specific plans is useful in evaluating standards and formulating recommendations. In the case at hand however, the changing nature of the Milton Jones Road area makes the future prospects for continued residential use of the subject property unlikely. In addition, rezoning can create a transitional zoning designation between the B-3 property to the west and the remaining residential property to the east.

Unless information to the contrary is revealed at the public hearing, this request should be **APPROVED**. *

** On rezoning applications, the County Commission will have the final vote.*

Property Images



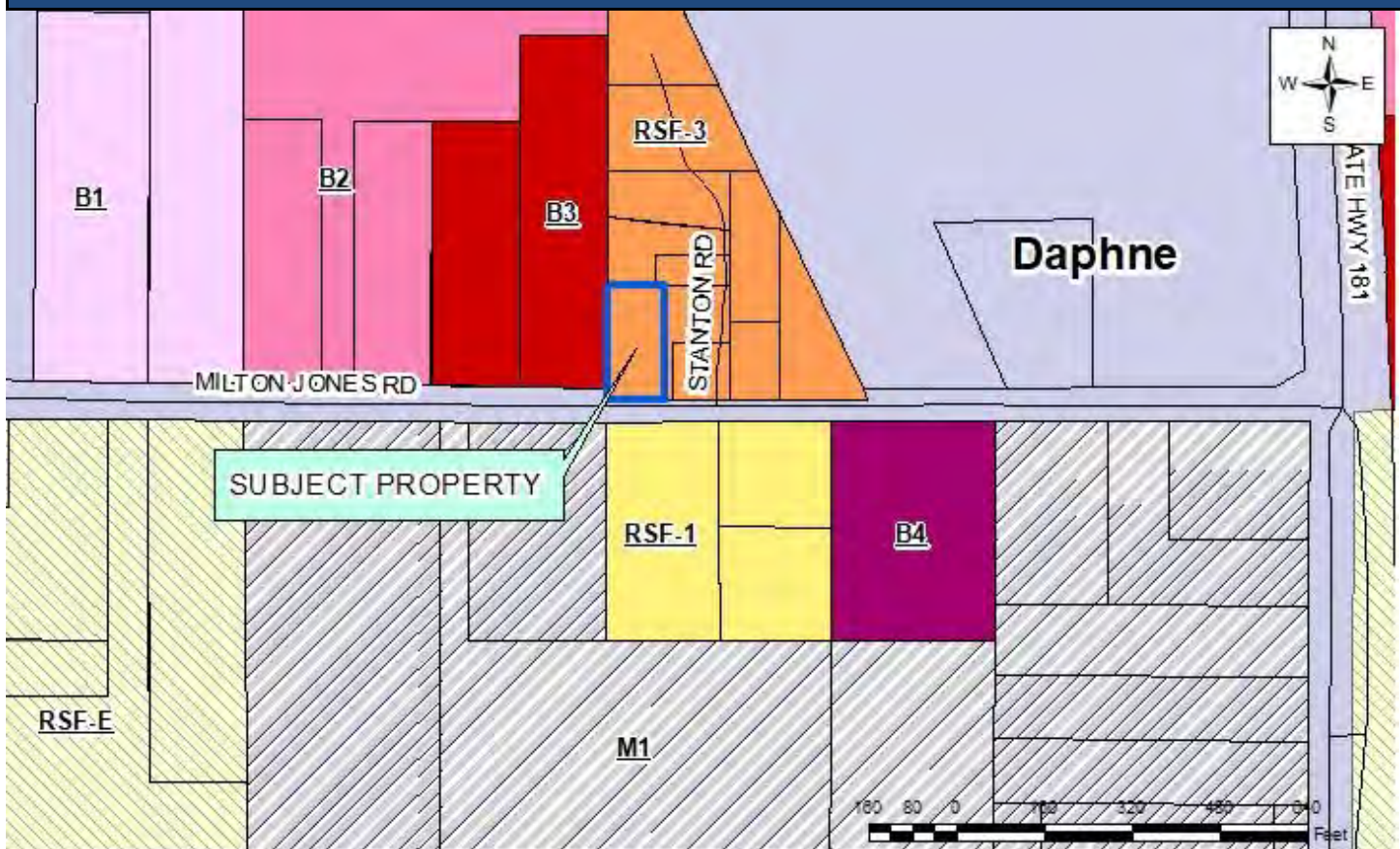




**ADJOINING PROPERTY
TO THE EAST**

07/16/2020

Locator Map



Site Map



Mrs. Booth reported no deficiencies and recommendation of approval by staff. Max Dearing with Jade Development represented the applicant. There was no one present in opposition. Mrs. Booth answered questions.

Nancy Mackey made a motion to approve the request. Brandon Bias seconded the motion. All members voted aye. **Motion to approve Case S-20058 Fairhope Motor Coach Phase II Final Site Plan Approval carries on a vote of 5-0.**

VI. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

a.) CASE Z-20026 MERRITT & WALDING PROPERTIES LLP PROPERTY

Vince Jackson presented the request to rezone approximately 19 acres from RA to B-4 to allow a RV/Camper dealership. The subject property is located on the south side of County Road 68 east of the Baldwin Beach Express in Planning District 12.

Mr. Jackson reported recommendation of approval by staff and answered questions. Coley Boone with Merritt & Walding was present to represent the applicant and answered questions. There was no one present in opposition.

Brandon Bias made a motion to recommend approval. Kevin Murphy seconded the motion. **Motion to recommend approval for Case Z-20026 Merritt & Walding Properties LLP Property rezoning request from RA to B-4 carries on a vote of 5-0.**

b.) CASE Z-20027 ESTATE OF INEZ STOTS PROPERTY

Vince Jackson presented the request to rezone approximately .5 acres from RSF-3 to B-2 to allow commercial use of the property. The subject property is located at 9765 Milton Jones Road in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. Johnny Stanton signed up in opposition but did not speak at the podium.

Nancy Mackey made a motion to recommend approval to the County Commission. Robert Davis seconded the motion. Brandon Bias voted nay. All other members voted aye. **Motion to recommend approval to County Commission for Case Z-20027 Estate of Inez Stots Property rezoning request from RSF-3 to B-2 carries on a vote of 4-1.**

c.) CASE Z-20028 ESTATE OF INEZ STOTS PROPERTY

Mr. Jackson presented the request to rezone approximately 7.91 acres from RSF-1 to B-2 to allow commercial use of the property. The subject property is located at 28045 County Road 66 North in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. No one spoke in opposition of the request.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20027

Estate of Inez Stots Property

Rezone RSF-3 to B-2

8/6/2020

Motion: TO RECOMMEND APPROVAL

Made by: NANCY MACKEY

Motion Seconded by: ROBERT DAVIS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias		X
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	A	
Jason Padgett	A	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 4-1

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 9/10/2020
Re: Z-20027 Estate of Inez Stots Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/15/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20027 Estate of Inez Stots Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020**.

The County Commission public hearing is scheduled for **Tuesday September 15, 2020**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler

Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 314883

Z-20027 Estate of Inez Stots Property

Amount of Ad: \$351.36

Legal File# Z-20027 Estate

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

**NOTICE OF
PUBLIC HEARING**
Case No. Z-20027
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of Estate of Inez Stots, owner of property located at 9765 Milton Jones Rd in Planning District 15. The applicant is requesting approval to rezone 0.5± acres from RSF-3 Single Family District to B-2 - Local Business District. The Parcel Identification Number is 05-43-05-22-0-000-019.002.

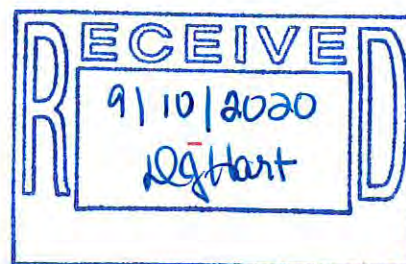
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 19-26; September 2, 2020





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 26, 2020

Account # 987101 PO # _____

Cost \$ 360.00 Ad # 265930 Z-20027

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning
& Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of September, 2020

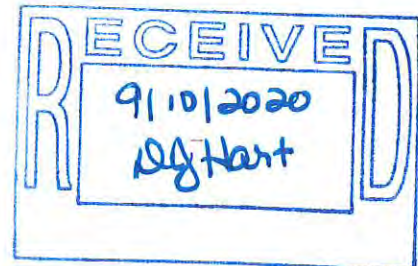
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



Loxley certifies elections for mayor, four council seats

By JOHN UNDERWOOD
john@gulfcoastmedia.com

LOXLEY — The Loxley Town Council voted on Monday, Aug. 10 to certify elections for mayor and four of the five council seats after incumbents qualified unopposed in those races.

The council voted unanimously Aug. 10 to certify the elections of Mayor Richard Teal, Mayor Pro Tem Kasey Childress, Richard Lee

Wilson, Jeffrey T. Knight and Katherine Breeden, who all qualified unopposed in their respected races.

It was a four-way race for the Place 4 seat with the town's newest council member Chris McCall facing off against three challengers in the Aug. 25 election.

McCall was appointed last year to fill the council seat vacated by Teal, who was appointed as mayor following the

death of longtime Mayor Billy Middleton.

McCall faced Beth Lovell, Randy Smith and Philip Dembowski for the seat. Results from the election were not available at press time.

In other business Aug. 10, the council voted to appoint election officers for the Aug. 25 election, including Janice Christopherson, inspector; Carol Gardner, registration list clerk; Bridgett Kaiser, poll list clerk; Dot

Bishop, ballot clerk; and Todd Kaiser, alternate. Town Clerk Melissa Lawrence was appointed in July to oversee the election.

Also on Aug. 10, the council approved a transportation plan to use revenues anticipated from the Rebuild Alabama Act fund during the 2020-21 fiscal year.

The act, which was signed into law in March of last year by the State Legislature, increased

the gasoline and undyed diesel excise taxes by 6 cents per gallon effective Sept. 1, 2019. An additional 2-cent tax will be levied beginning Oct. 1 of 2020 and 2021 with additional tax adjustments, not to exceed 1-cent per gallon, to be levied effective Oct. 1, 2023 and every other year thereafter on July 1.

Municipalities and county governments throughout the state will receive funding through

the tax levy for roadway improvements, repairs, resurfacing, reconstruction or maintenance. The funds could also be used as match monies for any state or federal grant funded projects to perform roadway improvements, repairs, resurfacing, reconstruction or maintenance.

The Rebuild Alabama Act requires all municipalities to pass

SEE Loxley, PAGE 28

FOLEY

CONTINUED FROM 1

the last 13 which were spent as Foley's chief.

"Chief Wilson is probably one of the best, if not the best, hires that's been made at this city since I've been on this council, and I've been here awhile," said Council President Wayne Trawick. "We thoroughly appreciate [Wilson] being here and what [he has] done for this city, it brought us a long way, and it was hard to get here ... He is the absolute definition of a leader. He has left the department in a much better state than



JESSICA VAUGHN / STAFF PHOTO

he found it, and if that's not real leadership then I don't know what is."

Speakers for the event included Foley Mayor John Koniar, Baldwin County District Attorney Robert Wilters, Sheriff Hoss Mack,

and Bullock. Wilson's weapons, both his stock and backup, were approved as surplus and presented to him during the ceremony. The department's staff had his stock weapon customized in his honor.

Prior to coming to Foley, Wilson served on Daphne PD. Wilson was taught community-oriented policing by Captain Charlie McNichol, which he says he's never forgotten. Though retiring, Wilson will remain working part time as a Training Specialist for the City of Foley. He looks forward to using retirement to spend time with his wife Denise and their family.

"To our police department and city employees, Team Foley, I love working with you and am looking forward to it more in the future," said Wilson. "To our police department employees, I've already

shared with you how I feel about you, but what a great group of men and women to work with, and I'll take you with me for the rest of my days in my heart."

Bullock has served in law enforcement for 24 years. After his swearing in, Bullock thanked his family, friends, the City of Foley's staff, council, and mayor, the citizens of Foley, and Wilson.

"I'm proud to serve [the citizens of Foley]," Bullock said. "I grew up in this area, in this town, and I'm glad to give back to this family that I grew up in, so it's a pleasure and an honor to do that. And

if it wasn't for [Chief Wilson], I wouldn't be here I don't believe.

This man has shown us so many things when it comes to leadership, he has developed us, he has helped to get us to where we are. We are very sad to be losing him. He's also a friend that is going to be missed, but he's still going to be around, we're still going to be going to lunch. I can't tell you how much I love David as a friend and as my chief, and I just think he's done so much for us. I know we're going to make him and the citizens and the council and everyone else proud."

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20026
Merritt and Wadding Properties, LLP Property
Planning District 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Merritt and Wadding Properties, LLP, owner of property located on County Road 68 in Planning District 12. The applicant is requesting approval to rezone 19± acres from RA - Rural Agricultural District to B-4 - Major Commercial District. The Parcel Identification Number is 05-41-02-04-0-000-005.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20027
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of Estate of Inez Stots, owner of property located at 9765 Milton Jones Rd in Planning District 15. The applicant is requesting approval to rezone 0.5± acres from RSF-3 Single Family District to B-2 - Local Business District. The Parcel Identification Number is 05-43-05-22-0-000-019.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 9/10/2020
Re: Z-20027 Estate of Inez Stots Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/6/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20027 Estate of Inez Stots Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020**.

The County Commission public hearing is scheduled for **Tuesday September 15, 2020**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

**PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY**

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/22/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/22/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313860

Z-20027 Estate of Inez Stots Property

Amount of Ad: \$120.00

Legal File# Z-20027 Estate

**BALDWIN COUNTY
PLANNING & ZONING
COMMISSION
BALDWIN COUNTY
PLANNING & ZONING
DEPARTMENT**

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
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Physical Address
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Robertsdale, AL 36567
Phone: (251) 580-1655
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Foley Office
201 East Section Avenue
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Phone: (251) 972-8523
Fax: (251) 972-8520

**NOTICE OF
PUBLIC HEARING**

Case No. Z-20027
Estate of Inez Stots
Property
Planning District 15

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Patricia Reed, on behalf of the Estate of Inez Stots owner of property located at 9765 Milton Jones Rd in Planning District 15. The applicant is requesting approval to rezone 0.5± acres from RSF-3 Single Family District to B-2 - Local Business District. The Parcel Identification Number is 05-43-05-22-0-000-019.002.

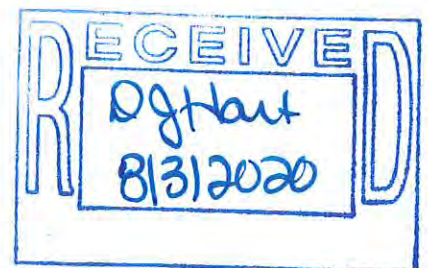
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, August 6, 2020, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL. The said application will be considered by the Baldwin

County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning & Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
July 22, 2020





Baldwin County Commission

Agenda Action Form

File #: 21-0044, Version: 1

Item #: DR4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Vince Jackson, Development Review Planner

Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE

Case No. Z-20028 - Estate of Inez Stots Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-128 which Approves Case No. Z-20028, Estate of Inez Stots Property, as it pertains to the rezoning of approximately 7.91 acres, located in Planning (Zoning) District 15, from RSF-1, Single Family District, to B-2, Neighborhood Business District.

BACKGROUND INFORMATION

Previous Commission action/date: September 22, 2020

Background: This request involves two parcels which are currently zoned RSF-1, Single Family District. The total acreage is approximately 7.91 acres. The designation of B-2, Neighborhood Business District has been requested in order to achieve the best use of the property. No proposed use has been specified. Case No. Z-20027 is a similar request involving the same applicant.

The Planning Commission considered this request on August 6, 2020. A motion to approve failed to pass.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration office

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Ms. Patricia Reed
28045 County Road 66 North
Loxley, Alabama 36551

Additional instructions/notes: Planning Department - Update zoning map.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-128

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20028, Estate of Inez Stots Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Patricia Reed, executor of the Estate of Inez Stots, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

328.9' X 200' COMM AT NE COR OF SE ¼ OF SW ¼ OF SEC 5 TH RUN S 593.8', TH W 768.5' TO THE POB TH S 328.9', TH E 200', TH N 328.9', TH W 200' TO THE POB SEC 5-T5S-R3E (POA) 434/861

6.4 AC(C) FM NE COR OF SE/4 OF SW/4 SEC 5 RUN S 593.8' TH W 34.2' TO W R/W OF CO HWY 66 TH S 200' TO POB, TH W ALG N LINE OF 30' RD R/W EASTMENT 300', TH N 200', TH W 234.3', TH S 602.8' TO A PT ON N R/W US HWY 90, TH E'LY ALG ARC OF CURVE TO LEFT 557', TH N 490'(S) TO POB SEC 5-T5S-R3E (POA) IN#120.

SAID DESCRIBED PARCELS CONTAINING 7.91 ACRES, MORE OR LESS.

Otherwise known as a part of tax parcel numbers **05-42-03-05-0-000-012.000** and **05-42-03-05-0-000-013.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-1, Single Family District, to B-2, Neighborhood Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 6, 2020, where a motion to recommend Approval to the Baldwin County Commission **FAILED TO PASS**; and

WHEREAS, the Baldwin County Commission held a public hearing on October 6, 2020; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-20028, Estate of Inez Stots Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-1, Single Family District, to B-2, Neighborhood Business District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **6th** day of **October 2020**.

Honorable Billie Jo Underwood, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-20028

Estate of Inez Stots Property

Rezone RSF-1, Single Family District to B-2, Neighborhood Business District

October 6, 2020

Subject Property Information

Planning District: 15
General Location: North side of U.S. Highway 90, west of County Road 66 North
Physical Address: 28045 County Road 66 North
Parcel Numbers: 05-42-03-05-0-000-012.000
05-43-03-05-0-000-013.000
Existing Zoning: RSF-1, Single Family District
Proposed Zoning: B-2, Neighborhood Business District
Existing Land Use: Residential
Proposed Land Use: Commercial (Use not specified)
Acreage: 7.91 ± acres
Applicant: Patricia Reed
28045 County Road 66 North
Loxley, Alabama 36551
Owner: Estate of Inez Stots (Patricia Reed, Executor)
28045 County Road 66 North
Loxley, Alabama 36551
Lead Staff: Vince Jackson, Development Review Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Residential	RSF-1, Single Family District
South	Residential	RSF-1, Single Family District
East	Industrial	RSF-1, Single Family District
West	Residential	RSF-1/RR, Rural District

Summary

This request involves two parcels which are currently zoned RSF-1, Single Family District. The total acreage is approximately 7.91 acres. The designation of B-2, Neighborhood Business District has been requested in order to achieve the best use of the property. No proposed use has been specified. Case Z-20027 is a similar request involving the same applicant.

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
Maximum Height in Habitable Stories	2 1/2
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 5.2 B-2, Neighborhood Business District

5.2.1 Purpose and intent. The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.

5.2.2 Permitted uses. The following uses are permitted as of right, or as uses accessory to permitted uses in the B-2, Neighborhood Business District:

- | | |
|--|--|
| (a) All uses permitted by right under the B-1 zoning designation | (v) Floor covering sales or service |
| (b) Antique store | (w) Florist |
| (c) Apparel and accessory store | (x) Fraternity or sorority house |
| (d) Appliance store including repair | (y) Fruit and produce store |
| (e) Art gallery or museum | (z) Gift shop |
| (f) Art supplies | (aa) Hardware store, retail |
| (g) Bait store | (bb) Ice cream parlor |
| (h) Bakery retail | (cc) Interior decorating shop |
| (i) Bed and breakfast or tourist home | (dd) Laundry, self service |
| (j) Bicycle sales and service | (ee) Lawnmower sales and service |
| (k) Boarding, rooming or lodging house, dormitory | (ff) Locksmith |
| (l) Book store | (gg) Music store |
| (m) Café | (hh) Neighborhood convenience store |
| (n) Camera and photo shop | (ii) News stand |
| (o) Candy store | (jj) Paint and wallpaper store |
| (p) Catering shop or service | (kk) Picture framing and/or mirror silvering |
| (q) Copy shop | (ll) Restaurant |
| (r) Delicatessen | (mm) Shoe repair shop |
| (s) Discount/variety store (not to exceed 8,000 square feet) | (nn) Shoe store |
| (t) Drug store (not to exceed 8,000 square feet) | (oo) Sign shop |
| (u) Fixture sales | (pp) Sporting goods store |
| | (qq) Tailor shop |
| | (rr) Tobacco store |
| | (ss) Toy store |

5.2.3 Conditional uses. The following uses are permissible as conditional uses in the B-2, Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*:

- | | |
|--|--|
| (a) Air conditioning sales and service | (q) Park or playground |
| (b) Amusement arcade | (r) Pawn shop |
| (c) Animal clinic/kennels | (s) Pet shop |
| (d) Arboretum | (t) Plumbing shop |
| (e) Ball field | (u) Restaurant sales and supplies |
| (f) Business machine sales and service | (v) Riding academy |
| (g) Car wash | (w) Rug and/or drapery cleaning service |
| (h) Country club | (x) Seafood store |
| (i) Discount/variety store (exceeding 8,000 square feet) | (y) Swimming pool (outdoor) |
| (j) Drug store (exceeding 8,000 square feet) | (z) Tennis court (outdoor) |
| (k) Exterminator service office | (aa) Water storage tank |
| (l) Golf course | (bb) Wildlife sanctuary |
| (m) Liquor store | (cc) Wireless telecommunication facility |
| (n) Mini-warehouse | (dd) Dwellings, in combination with commercial uses, subject to the standards listed under Section 5.2.4: Mixed uses |
| (o) Night club, bar, tavern | |
| (p) Office equipment and supplies sales | |

5.2.4 *Mixed uses.* Mixed residential and commercial uses may be permissible as conditional uses in the B-2 Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.
- (b) The residential uses shall be designed so that they are compatible with the commercial uses.
- (c) Residential and commercial uses shall not occupy the same floor of a building.
- (d) Residential and commercial uses shall not share the same entrances.
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre.
- (f) Building height shall not exceed three stories.
- (g) A minimum of 30 percent of the mixed use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).
- (h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.
- (i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See *Article 15: Parking and Loading Requirements*).

5.2.5 *Area and dimensional ordinances.*

Maximum Height of Structure in Feet	35
Maximum Height of Structure in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.60
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.2.6 *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 a property designated residential, which is located within 200-feet of the source of the light.

5.2.7 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.2.8 *Landscaping and buffering.* All B-2, Neighborhood Business District, uses shall meet the requirements of *Article 17: Landscaping and Buffers*.

Agency Comments

Baldwin County Highway Department, Tyler Mitchell and Weesie Jeffords:

DJ,

I agree with Tyler's comments.

Any connection to HWY 90 (Minor Arterial) will require a permit through ALDOT and there is a 100ft highway construction setback from the center of ROW.

Connection to County Road 66N (local road) will require a commercial turnout permit through the Baldwin County Highway Department and has a 40ft highway construction setback from the center of the ROW.

Thank you,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>

Sent: Tuesday, July 21, 2020 4:06 PM

To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>

Cc: Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>

Subject: RE: Z-20028 Estate of Inez Stots Property (case 2)

DJ,

For any future development of the property, access to County Road 66 N would need to be coordinated with the Baldwin County Highway Department. Any connection to Hwy 90 would need to be coordinated with ALDOT.

Thanks,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

ADEM: No comments received.

Baldwin County Subdivision Department, Mary Booth: No comments.

Town of Loxley: No comments received.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with one dwelling and accessory structures. The property adjoins U.S. Highway 90 to the south and County Road 66 North to the east. Property to the east is the location for a grandfathered concrete plant. Properties to the north, south and west are residential.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Planning District 15 was zoned in August 2006. There have been no changes which would impact rezoning of the subject property.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. 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 PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of 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.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any existing or planned public improvements which would be impacted.

Baldwin County Highway Department Comments

DJ,

I agree with Tyler's comments.

Any connection to HWY 90 (Minor Arterial) will require a permit through ALDOT and there is a 100ft highway construction setback from the center of ROW.

Connection to County Road 66N (local road) will require a commercial turnout permit through the Baldwin County Highway Department and has a 40ft highway construction setback from the center of the ROW.

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Weesie

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Cc: Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>

Subject: RE: Z-20028 Estate of Inez Stots Property (case 2)

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For any future development of the property, access to County Road 66 N would need to be coordinated with the Baldwin County Highway Department. Any connection to Hwy 90 would need to be coordinated with ALDOT.

Thanks,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

5.) Will the proposed change adversely affect traffic patterns or congestion?

Traffic will increase with commercial development on the property. The exact nature and extent of the increase is difficult to ascertain at this time. This will be looked at during the permitting process, as discussed above.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The majority of the surrounding land uses are residential. Property to the west, across County Road 66 North, is the location of a concrete plant which was established prior to the adoption of zoning. This property, however, is zoned RSF-1.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

The surrounding zoning designations are RSF-1, with an area of RR, Rural District, located to the west. The nearest B-2 zoned parcel is located across from the RR parcel on the south side of U.S. Highway 90.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts. Access to this site would require approval from Baldwin County Highway Department on County Road 66 North and from the Alabama Department of Transportation (ALDOT) on U.S. highway 90. Development of the property will be considered as a major project. Prior to the issuance of a Land Use Certificate, staff will evaluate all submitted materials, including building plans, drainage plans, landscaping plans, buffers and site plans in order to ensure compliance with the requirements of the zoning ordinance.

11.) Other matters which may be appropriate.

N/A

Staff Comments and Recommendation

As stated previously, this request involves two parcels which are currently zoned RSF-1, Single Family District. The total acreage is approximately 7.91 acres. The designation of B-2, Neighborhood Business District has been requested in order to achieve the best use of the property. No proposed use has been specified. Case Z-20027 is a similar request involving the same applicant. Like Case Z-20027, this application represents speculative rezoning. The situation in this area is somewhat different however, in that we do have multiple zoning designations and have not see a significant number of rezoning applications. Staff believes, however, that residential development of the subject properties is unlikely due to the location on U.S. Highway 90, and due also to the presence of the concrete plant.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be **APPROVED**. *

**On rezoning applications, the County Commission will be making the final decision.*

Property Images





**ADJOINING PROPERTY
TO THE EAST**

07/16/2020



**PROPERTY LOCATED AT THE
SOUTH EAST CORNER OF
US HIGHWAY 90 & COUNTY ROAD 66N**

07/16/2020



**SOUTH WEST CORNER OF
US HIGHWAY 90 & COUNTY ROAD 66 N**

07/16/2020

Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20028

Estate of Inez Stots Property

Rezone RSF-1 to B-2

8/6/2020

Motion: TO RECOMMEND APPROVAL

Made by: KEVIN MURPHY

Motion Seconded by: BRANDON BIAS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias		X
Nancy Mackey		X
Robert Davis		X
Plumer Tonsmeire	A	
Jason Padgett	A	

MOTION TO RECOMMEND APPROVAL FAILS ON A VOTE OF 3-2

Mrs. Booth reported no deficiencies and recommendation of approval by staff. Max Dearing with Jade Development represented the applicant. There was no one present in opposition. Mrs. Booth answered questions.

Nancy Mackey made a motion to approve the request. Brandon Bias seconded the motion. All members voted aye. **Motion to approve Case S-20058 Fairhope Motor Coach Phase II Final Site Plan Approval carries on a vote of 5-0.**

VI. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

a.) CASE Z-20026 MERRITT & WALDING PROPERTIES LLP PROPERTY

Vince Jackson presented the request to rezone approximately 19 acres from RA to B-4 to allow a RV/Camper dealership. The subject property is located on the south side of County Road 68 east of the Baldwin Beach Express in Planning District 12.

Mr. Jackson reported recommendation of approval by staff and answered questions. Coley Boone with Merritt & Walding was present to represent the applicant and answered questions. There was no one present in opposition.

Brandon Bias made a motion to recommend approval. Kevin Murphy seconded the motion. **Motion to recommend approval for Case Z-20026 Merritt & Walding Properties LLP Property rezoning request from RA to B-4 carries on a vote of 5-0.**

b.) CASE Z-20027 ESTATE OF INEZ STOTS PROPERTY

Vince Jackson presented the request to rezone approximately .5 acres from RSF-3 to B-2 to allow commercial use of the property. The subject property is located at 9765 Milton Jones Road in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. Johnny Stanton signed up in opposition but did not speak at the podium.

Nancy Mackey made a motion to recommend approval to the County Commission. Robert Davis seconded the motion. Brandon Bias voted nay. All other members voted aye. **Motion to recommend approval to County Commission for Case Z-20027 Estate of Inez Stots Property rezoning request from RSF-3 to B-2 carries on a vote of 4-1.**

c.) CASE Z-20028 ESTATE OF INEZ STOTS PROPERTY

Mr. Jackson presented the request to rezone approximately 7.91 acres from RSF-1 to B-2 to allow commercial use of the property. The subject property is located at 28045 County Road 66 North in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. No one spoke in opposition of the request.

Kevin Murphy made a motion to recommend approval. Brandon Bias seconded the motion. Roll call vote: Kevin Murphy, aye; Bonnie Lowery, aye; Brandon Bias, nay; Nancy Mackey, nay; Robert Davis, nay. **Motion to recommend approval for Case Z-20028 Estate of Inez Stots Property rezoning request from RSF-1 to B-2 fails on a vote of 3-2.**

e.) CASE Z-20029 SCHAMBEAU PROPERTY

Mr. Jackson presented the request to rezone approximately 3.61 acres from RSF-E to B-3 to allow replacement of fire damaged mini-warehouse unit and bring existing facility into conformity. The subject property is located at 10430 County Road 64 in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Mr. Jackson also read a letter of support from Bernard and Nancy Connick which was received after the staff report was written. Applicant Daniel Schambeau answered questions. There was no one present in opposition of the request.

Kevin Murphy made a motion to recommend approval. Brandon Bias seconded the motion. All members voted aye. **Motion to recommend approval to County Commission for Case Z-20029 Schambeau Property rezoning request from RSF-E to B-3 carries on a vote of 5-0.**

V. OLD BUSINESS

Mr. Jackson reported there was no old business.

VI. NEW BUSINESS

Mr. Jackson reported there was no new business.

VII. PUBLIC COMMENTS

There were no public comments.

VIII. REPORTS AND ANNOUNCEMENTS

Mr. Jackson reported there were no staff reports or announcements.

Ms. Fleming reported there were no legal reports.

There was discussion regarding the lack of applicant attendance at the meeting. Discussion was also held regarding the new start time of the meetings.

IX. NEXT REGULAR MEETING

The next Planning Commission Meeting is scheduled for September 3, 2020 at 4:00 p.m.

X. ADJOURN

As there was no further business the meeting adjourned at 4:00 p.m.

Letter of Opposition

RE: Case No. Z-20028 Estate of Inez Stots Property Planning District 15

I am Warren and Stephanie Collins, a Loxley resident living at 28111
County Rd 66 N, Loxley, AL 36551

To whom it may concern:

I am writing to express my opposition to the proposed rezoning of property located at 28045 County Rd 66 N in Planning District 15. The planning for a commercial/industrial site is not consistent with the intent to improving residential living: multiple-family residences tend to be clustered together in large developments near other dense land uses, such as a present cement plant and industry in the rear of the community. The community would be subject to possible harmful environmental residue in the event that an industrial site is developed. Furthermore, is the concern of heavy machinery and traffic in the neighborhood. The multiple-family residences are currently physically and visually in the center of the above-mentioned industries. We feel that the goal of the Planning Commission is to preserve existing neighborhoods.

Our opposition is also based on these potential/probable negative effects:

- The loss of neighborhood and community character
- A decrease in the market value of my home
- Increased traffic congestion adding to an already dangerous situation at Hwy 90 and County Rd. 66N
- The destruction of green space and mature trees as well as driving animals out of the area onto County Rd. 66N and Highway 90 causing potential accidents

Please DO NOT rezone this site from RSF-1 Single Family District to B-2 –Local Business District. Once the property is rezoned, a developer can change the original concept within the approved RSF-1 zoning. Single family construction fits within this neighborhood and community. Respectfully,

Warren Collins/Stephanie Collins Phone: (251) 222-3390

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 9/10/2020
Re: Z-20028 Estate of Inez Stots Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/15/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20028 Estate of Inez Stots Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020**.

The County Commission public hearing is scheduled for **Tuesday September 15, 2020**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 314882

Z-20028 Estate of Inez Stots Property

Amount of Ad: \$355.20

Legal File# Z-20028 Estate

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING Case No. Z-20028 Estate of Inez Stots Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of the Estate of Inez Stots, owner of property located at 28045 Co Rd 66 N in Planning District 15. The applicant is requesting approval to rezone 7.9± acres from RSF-1 Single Family District to B-2 - Local Business District. The Parcel Identification Numbers are 05-42-03-05-0-000-013.000 and 05-42-03-05-0-000-012.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

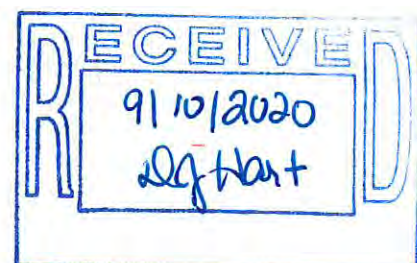
The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

August 19-26; September 2, 2020





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 26, 2020

Account # 987101 PO # _____

Cost \$ 360.00 Ad # 265929 - Z - 20028

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning
& Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of September, 20 20

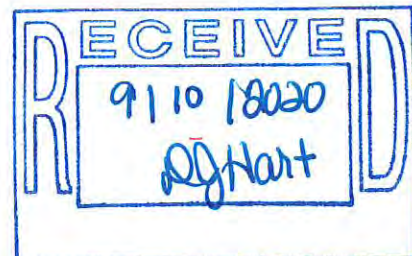
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022





Allison Marlow,
Managing Editor
allisonm@gulfcoastmedia.com
AUGUST 26, 2020

Baldwin Living

Beauty Review crowns five new queens

By TINA COVINGTON

North Baldwin crowned five new queens at the 9th annual Beauty Review, held this month at the Bay Assembly Family Life Center.

The pageant, sponsored by the Baldwin County High School Tigettes, is divided into five age categories. The divisions include Tiny Miss (ages 4- to 6-years); Little Miss (ages 7- to 9-years); Junior Miss (ages 10- to 12-years); Teen (ages 13- to 15-years) and Miss (ages 16- to 18-years).

Brooklyn Rider was crowned Miss North Baldwin and rounding out the top five in that category included Emily Scarborough, first runner-up; Mary Kinsley Reed, second runner-up; Emma Overstreet, third runner-up; and Morgan Baker, fourth runner-up. Kaya Brown was crowned Teen Miss and the top five included Addison Scarborough, first runner-up; Allison

Smith, second runner-up; Allison Siggers, third runner-up; and Emily Byrd, fourth runner-up.

In the Junior Miss division, Eleesia Emmons was crowned queen. Rounding out the top five included Shelby Stewart, first runner-up; Addison Hadley, second runner-up; Sarah Little, third runner-up; and Kelsea Dute, fourth runner-up.

Ramiah Cherolis was crowned Little Miss and her top five included Magdalene Gordon, first runner-up; Amelia Johnson, second runner-up; Kenzie Williams, third runner-up; and Mary Syndel Byrd, fourth runner-up.

Harper Stewart was crowned Tiny Miss in the inaugural year of this age division. Her fellow court members include Mary Kate Morrison, first runner-up; Lyric Gordon, second runner-up; and Eastyn Whidbee, third runner-up.

In addition to the top five, preliminary and



SUBMITTED PHOTO

From left, Harper Stewart, Eleesia Emmons, Brooklyn Rider, Kaya Brown and Ramiah Cherolis

Judges' Choice awards were presented to contestants.

In the Tiny Miss category: Most Photogenic, Harper Stewart; Best Hair, Eastyn Whidbee; Prettiest Eyes, Eastyn Whidbee; Brightest Smile, Mary Kate Mor-

SEE BEAUTY, PAGE 4

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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NOTICE OF PUBLIC HEARING

Case No. Z-20028
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of the Estate of Inez Stots, owner of property located at 28045 Co Rd 66 N in Planning District 15. The applicant is requesting approval to rezone 7.9± acres from RSF-1 Single Family District to B-2 - Local Business District. The Parcel Identification Numbers are 05-42-03-05-0-000-013.000 and 05-42-03-05-0-000-012.000.

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— SMALL CHANGE — BIG DIFFERENCE

Follow these tips to
lower your power bill.



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increase AC
efficiency.



LED bulbs use
less energy.



Keep your outdoor
AC unit free of
leaves and debris.

For more ways to save by making
your home more energy efficient,
visit AlabamaPower.com/tips.



© 2020 Alabama Power Company

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 9/10/2020
Re: Z-20028 Estate of Inez Stots Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/6/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20028 Estate of Inez Stots Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

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Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/22/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

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X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/22/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313861

Z-20028 Estate of Inez Stots Property

Amount of Ad: \$120.96

Legal File# Z-20028 Estate

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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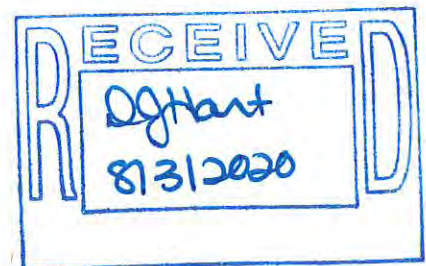
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July 22, 2020





Baldwin County Commission

Agenda Action Form

File #: 21-0045, Version: 1

Item #: DR5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Vince Jackson, Development Review Planner

Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE

Case No. Z-20029 - Schambeau Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-124, which APPROVES Case No. Z-20029, Schambeau Property, as it pertains to the rezoning of approximately 3.61 acres, located in Planning (Zoning) District 15, from RSF-E, Residential Single Family Estate District, to B-3, General Business District.

BACKGROUND INFORMATION

Previous Commission action/date: September 22, 2020

Background: The subject property is currently zoned RSF-E, Residential Single Family Estate District. It consists of approximately 3.61 acres and is the location of a mini-warehouse facility which was constructed prior to the adoption of zoning in Planning District 15. The designation of B-3, General Business District, has been requested in order to allow for the replacement of a warehouse building, which recently burned, and in order to provide conforming status for the property.

The Planning Commission considered this request on August 6, 2020 and voted to recommend APPROVAL to the 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? Yes. Gulf Coast Newspapers.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the Following:

Mr. Daniel A. Schambeau
P.O. Box 2730
Daphne, Alabama 36526

Additional instructions/notes: Planning Department - Amend zoning map.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-124

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20029, Schambeau Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Daniel A. Schambeau has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

251.5' x 604.5' FM THE ½ SEC COR OF THE N/L OF SEC 23 RUN S 56.07' TH W 21.47' TH CONT W 210.38' FOR THE POB, TH W 251.5' TH S 604.5', TH E 163.6', TH CONT E 113.8', TH N 77.4', TH CONT N 115.8', TH W 18'(S), TH N 210'(S) TO THE POB CONTAINING 3.6 AC SEC 23-T5S-R2E(CLERKS DEED) IN#984927

SAID DESCRIBED PARCEL CONTAINING 3.61 ACRES, MORE OR LESS.

Otherwise known as a part of tax parcel number **05-43-06-23-0-000-009.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-E, Residential Single Family Estate District, to B-3, General Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 6, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on October 6, 2020; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-20029, Schambeau Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-E, Residential Single Family Estate District, to B-3, General Business District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **6th** day of **October 2020**.

Honorable Billie Jo Underwood, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-20029

Schambeau Property

Rezone RSF-E, Residential Single Family Estate District to B-3, General Business District

October 6, 2020

Subject Property Information

Planning District: 15
General Location: South side of County Road 64, west of Austin Road
Physical Address: 10430 County Road 64
Parcel Number: 05-43-06-23-0-000-009.000
Existing Zoning: RSF-E, Residential Single Family Estate District
Proposed Zoning: B-3, General Business District
Existing Land Use: Commercial (Existing Mini-Warehouse Facility)
Proposed Land Use: Commercial (Same, Replace Burned Warehouse and Achieve Conforming Status)
Acreage: 3.61 acres +/-
Applicant: Daniel A. Schambeau
P.O. Box 2730
Daphne, Alabama 36526
Owner: Same
Lead Staff: Vince Jackson, Development Review Planner
Attachments: *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Residential	RSF-E, Single Family Estate District
South	Residential	RSF-E, Single Family Estate District
East	Residential	RSF-E, Single Family Estate District
West	Residential	RSF-E, Single Family Estate District

Summary

The subject property is currently zoned RSF-E, Residential Single Family Estate District. It consists of approximately 3.61 acres and is the location of a mini-warehouse facility which was constructed prior to the adoption of zoning in Planning District 15. The designation of B-3, General Business District, has been requested in order to allow for the replacement of a warehouse building, which recently burned, and in order to provide conforming status for the property.

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
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

Proposed Zoning Requirements

Section 5.3 B-3, General Business District

5.3.1 *Purpose and intent.* The purpose of this district is to provide for a variety of retail uses and services in free-standing parcels or shopping centers to serve the community's general commercial needs. This district shall only be applied at appropriate locations: to conveniently meet these needs; in conformance with the goals, objectives and policies and location criteria of the Comprehensive Plan; compatible with the surrounding land uses and zoning districts; where it will not adversely impact the facilities and services of the County; where it will not set a precedent for the introduction of inappropriate uses into an area; and so as not to encourage non-residential strip development along streets

5.3.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-3, General Business District:

- | | |
|--|--|
| (a) All uses permitted by right under the B-2 zoning designation | (y) Fitness center or gym |
| (b) Air conditioning sales and service | (z) Florist |
| (c) Amusement arcade | (aa) Fraternity or sorority house |
| (d) Animal clinic/kennel | (bb) Fruit and produce store |
| (e) Arboretum | (cc) Funeral home |
| (f) Auto convenience market | (dd) Golf course |
| (g) Automobile service station | (ee) Golf driving range |
| (h) Bakery, wholesale | (ff) Grocery store |
| (i) Ball field | (gg) Landscape sales |
| (j) Bicycle sales and service | (hh) Marine store and supplies |
| (k) Bowling alley | (ii) Miniature golf |
| (l) Business machine sales and service | (jj) Mini-warehouse |
| (m) Business school or college | (kk) Night club, bar, tavern |
| (n) Butane gas sales | (ll) Nursery |
| (o) Cemetery | (mm) Office equipment and supplies sales |
| (p) City hall or courthouse | (nn) Park or playground |
| (q) Country club | (oo) Pawn shop |
| (r) Department store | (pp) Pet shop |
| (s) Discount/variety store | (qq) Plumbing shop |
| (t) Drug store | (rr) Printing/publishing establishment |
| (u) Elevator maintenance service | (ss) Restaurant sales and supplies |
| (v) Exterminator service office | (tt) Riding academy |
| (w) Farmer's market/truck crops | (uu) Rug and/or drapery cleaning service |
| (x) Firing range | (vv) Seafood store |
| | (ww) Sign shop |

- (xx) Skating rink
- (yy) Stone monument sales
- (zz) Swimming pool (outdoor)
- (aaa) Taxidermy

- (bbb) Teen club or youth center
- (ccc) Tennis court (outdoor)
- (ddd) Wildlife sanctuary
- (eee) YMCA, YWCA

5.3.3 Conditional uses. The following uses are permissible as conditional uses in the B-3: General Commercial District, subject to the standards and procedures established in *Section 18.11: Conditional Use*:

- | | |
|--|---|
| (a) Airport | (y) Landfill |
| (b) Ambulance/EMS service | (z) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies |
| (c) Amusement park | (aa) Manufactured housing sales, service and repair |
| (d) Armory | (bb) Marina |
| (e) Auditorium, stadium, coliseum | (cc) Motorcycle sales service and repair |
| (f) Automobile parts sales | (dd) Movie theatre |
| (g) Automobile repair (mechanical and body) | (ee) Radio/television tower |
| (h) Automobile storage (parking lot, parking garage) | (ff) Railroad facility |
| (i) Barge docking | (gg) Recreational vehicle park |
| (j) Boat sales and service | (hh) Recreational vehicle sales service, and repair |
| (k) Broadcasting station | (ii) Restaurant, drive-in |
| (l) Building materials | (jj) Restaurant, fast-food |
| (m) Bus and railroad terminal facility | (kk) Sewage treatment plant |
| (n) College or university | (ll) Taxi dispatching station |
| (o) Convalescent or nursing home | (mm) Taxi terminal |
| (p) Correctional or penal institution | (nn) Telephone exchange |
| (q) Dog pound | (oo) Water or sewage pumping station |
| (r) Electric power substations | (pp) Water storage tank |
| (s) Farm implements | (qq) Wireless telecommunication facility |
| (t) Flea market | (rr) Zoo |
| (u) Freight depot, rail or truck | |
| (v) Home improvement center | |
| (w) Hotel or motel | |
| (x) Hospital | |

5.3.4 Area and dimensional ordinances.

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.3.5 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 a property designated residential, which is located within 200-feet of the source of the light.

5.3.6 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.3.7 *Landscaping and buffering.* All B-3, General Business District, uses shall meet the requirements of *Article 17: Landscaping and Buffers*.

Agency Comments

Baldwin County Highway Department (Tyler Mitchell and Weesie Jeffords):

DJ,

I agree with Tyler's comments.

Any further improvements would also be subject to construction outside of the 100ft construction setback from center of ROW of County Road 64 (Minor Arterial).

Thank you,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>

Sent: Friday, July 24, 2020 11:33 AM

To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>

Cc: Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>

Subject: RE: Z-20029 Schambeau Property

DJ,

Any potential changes to the existing access would require coordination and permitting through the Highway Department.

Thank you,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

Planning & Zoning/Subdivisions (Mary Booth, Subdivision Coordinator): No comments.

ADEM: No comments received.

City of Daphne (Adrienne Jones, Planning Director):

With regard to the Schambeau rezoning request to bring the parcel's zoning in conformity with the actual use thereby allowing them to rebuild the fire-damaged structure, I recommend approval. The facility has been in operation for well over 10 years and is now part of the fabric of the County Road 64 corridor.

Adrienne

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with mini-warehouse storage buildings. The properties adjoin County Road 64 to the north. Surrounding properties are residential.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. The area has seen significant residential and commercial growth since that time. The existing storage facility was established prior to the adoption of zoning and is nonconforming. According to information from the Baldwin County Revenue Commission, warehouse buildings were first constructed on the property around 1995.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They 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. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject properties. Approval of the rezoning will necessitate an automatic change in the future land use designation to 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, HDR, RMH and PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial. This category provides 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, LB, RV-1, RV-2, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

The Highway Department is currently in the design phase of corridor improvements to County Road 64 in this area. Since the use of the property is existing, there should be no impact on the planned improvements.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Although traffic congestion is a major concern in this area, there should be no adverse impacts on traffic patterns or congestion due to the fact that the use is already established. Additional improvements, if any, will require review by the Highway Department.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The surrounding land uses are residential. The use of the subject property was established prior to the adoption of zoning in the planning district. Approval of the rezoning will provide a conforming status. Please also see the responses to Standards 1 and 2.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent properties are zoned RSF-E. The nearest area of B-3 zoning is located to the west at the intersection of State Highway 181 and County Road 64. B-1 and B-2 zoning is found to the east of Austin Road.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

No impacts.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

No adverse effects.

11.) Other matters which may be appropriate.

N/A

Staff Comments and Recommendation

As stated above, the subject property is currently zoned RSF-E, Residential Single Family Estate District. It consists of approximately 3.61 acres and is the location of a mini-warehouse facility which was constructed prior to the adoption of zoning in Planning District 15. The designation of B-3, General Business District, has been requested in order to allow for the replacement of a warehouse building, which recently burned, and in order to provide conforming status for the property.

Unless information to the contrary is provided at the public hearing, this request should be **APPROVED**. *

**On rezoning applications, the County Commission will be making the final decision.*

Property Images



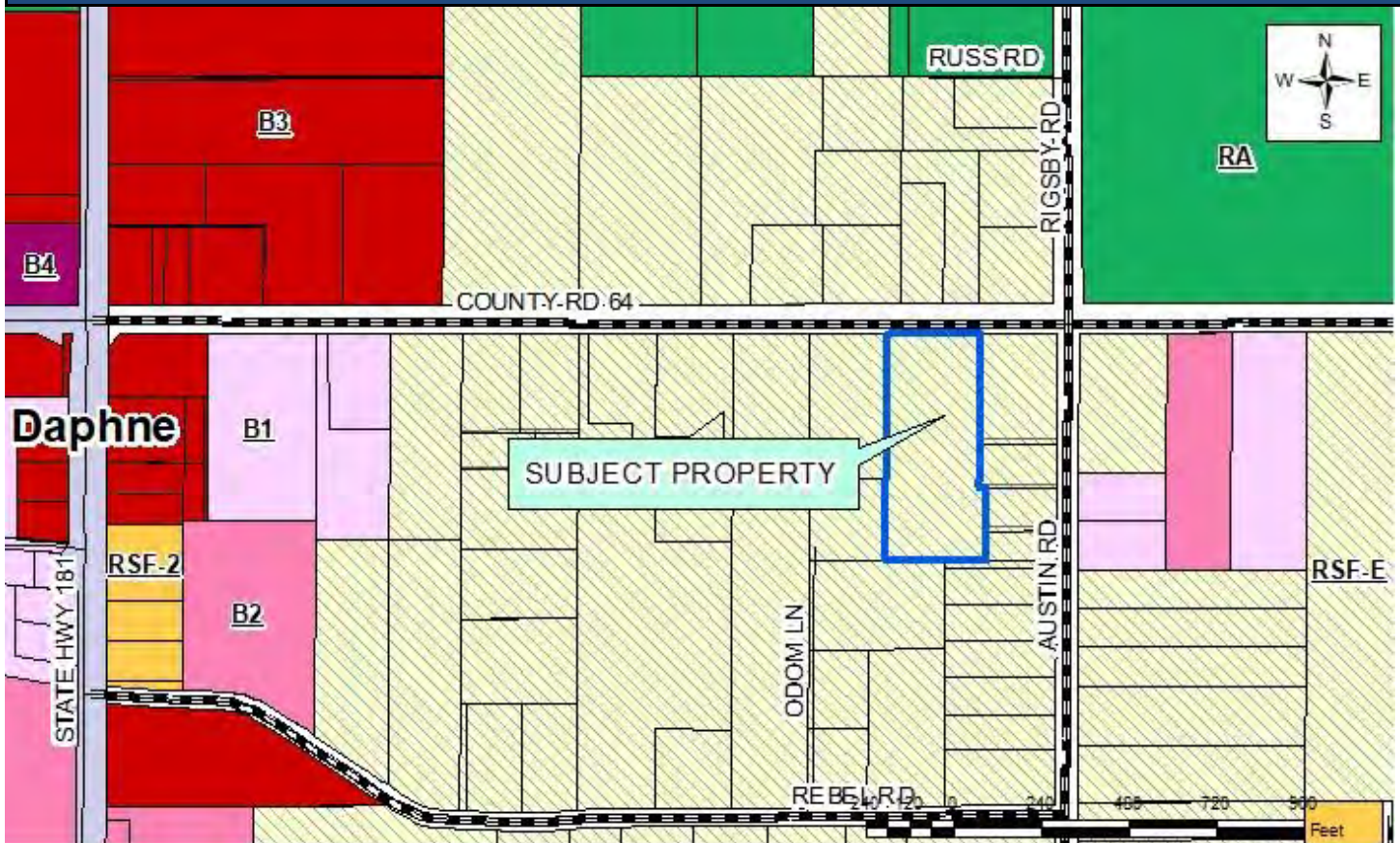




**ADJOINING PROPERTY
TO THE WEST**

07/16/2020

Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20029

Schambeau Property

Rezone RSF-E to B-3

8/6/2020

Motion: TO RECOMMEND APPROVAL

Made by: KEVIN MURPHY

Motion Seconded by: BRANDON BIAS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	A	
Jason Padgett	A	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 5-0

Kevin Murphy made a motion to recommend approval. Brandon Bias seconded the motion. Roll call vote: Kevin Murphy, aye; Bonnie Lowery, aye; Brandon Bias, nay; Nancy Mackey, nay; Robert Davis, nay. **Motion to recommend approval for Case Z-20028 Estate of Inez Stots Property rezoning request from RSF-1 to B-2 fails on a vote of 3-2.**

e.) CASE Z-20029 SCHAMBEAU PROPERTY

Mr. Jackson presented the request to rezone approximately 3.61 acres from RSF-E to B-3 to allow replacement of fire damaged mini-warehouse unit and bring existing facility into conformity. The subject property is located at 10430 County Road 64 in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Mr. Jackson also read a letter of support from Bernard and Nancy Connick which was received after the staff report was written. Applicant Daniel Schambeau answered questions. There was no one present in opposition of the request.

Kevin Murphy made a motion to recommend approval. Brandon Bias seconded the motion. All members voted aye. **Motion to recommend approval to County Commission for Case Z-20029 Schambeau Property rezoning request from RSF-E to B-3 carries on a vote of 5-0.**

V. OLD BUSINESS

Mr. Jackson reported there was no old business.

VI. NEW BUSINESS

Mr. Jackson reported there was no new business.

VII. PUBLIC COMMENTS

There were no public comments.

VIII. REPORTS AND ANNOUNCEMENTS

Mr. Jackson reported there were no staff reports or announcements.

Ms. Fleming reported there were no legal reports.

There was discussion regarding the lack of applicant attendance at the meeting. Discussion was also held regarding the new start time of the meetings.

IX. NEXT REGULAR MEETING

The next Planning Commission Meeting is scheduled for September 3, 2020 at 4:00 p.m.

X. ADJOURN

As there was no further business the meeting adjourned at 4:00 p.m.

BERNARD V. CONNICK
NANCY S. CONNICK
10378 COUNTY ROAD 64
DAPHNE, AL 36526

BALDWIN COUNTY PLANNING & ZONING DEPT.

AUG 3, 2020

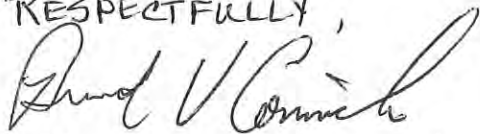
22251 PALMER STREET
ROBERTSDALE, AL 36567

RE: CASE NO. Z-20029
SCHAMBEAU PROPERTY
PLANNING DISTRICT 15

TO WHOM IT MAY CONCERN:

MY WIFE AND I HAVE LIVED ON THE PROPERTY WHICH IS
NEXT DOOR TO MR. SCHAMBEAU'S PROPERTY THAT IS
PROPOSED FOR REZONING FOR 49 YEARS. WE WOULD
LIKE TO SAY THAT WE HAVE NO OBJECTION AT ALL
FOR THE ZONING CHANGE FROM ESTATE RES DISTRICT
TO B-3 - GENERAL BUSINESS DISTRICT.

RESPECTFULLY,



Nancy S. Connick

BERNARD V. CONNICK
NANCY S. CONNICK

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 9/10/2020
Re: Z-20029 Schambeau Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/15/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20029 Schambeau Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020**.

The County Commission public hearing is scheduled for **Tuesday September 15, 2020**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 314886

Z-20029 Schambeau Property

Amount of Ad: \$342.72

Legal File# Z-20029 Schambe

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING Case No. Z-20029 Schambeau Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Daniel A. Schambeau, owner of property located 10430 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 3.61± acres from RSF-E - Estate Res District to B-3 - General Business District. The Parcel Identification Number is 05-43-06-23-0-000-009.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

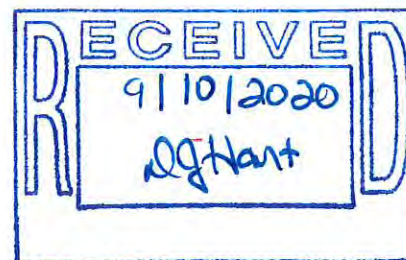
The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

August 19-26; September 2, 2020





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 26, 2020

Account # 987101 PO # _____

Cost \$ 360.00 Ad # 265931 Z - 20029

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning
& Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of September, 20 20

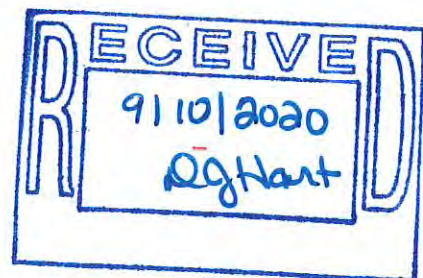
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



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CONTINUED FROM 3



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rison; Best Dress, Lyric
Gordon; Most Poise,

Harper Stewart.

For Little Miss category: Heart for Community, Magdalene Gordon; Excellence in Expression, Amelia Johnson; Most Photogenic, Lauren Walker; Best Hair, Brooklynn Walker; Prettiest Eyes, Magdalene Gordon; Brightest Smile, Kenzie Williams; Best Dress, Magdalene Gordon; Most Poise, Ra-

miah Cherolis.

For Junior Miss division: Heart for Community, Eleesia Emmons; Excellence in Expression, Eleesia Emmons; Most Photogenic, Lindsey Harville; Best Hair, Addison Hadley; Prettiest Eyes, Lana Galloway; Brightest Smile, Addison Hadley; Best Dress, Shelby Stewart; Most Poise, Sarah Little.

For the Teen Miss division: Heart for Community, Kaya Brown; Excellence in Expression, Addison Scarborough; Most Photogenic, Allison Smith; Best Hair, Allison Smith; Prettiest Eyes, Addison Scarborough; Brightest Smile, Jayd Robinson; Best Dress, Addison Scarborough; Most Poise, Allison Smith.

In the Miss division: Heart for Community, Emma Overstreet; Excellence in Expression, Brooklyn Rider; Most Photogenic, Emily Scarborough; Best Hair, Emily Scarborough; Prettiest Eyes, Mary Kinsley Reed; Brightest Smile, Brooklyn Rider; Best Dress, Morgan Baker; Most Poise, Brooklyn Rider.

BEST

CONTINUED FROM 1

Last year's inaugural contest saw over 11,000 people participate to vote for all of their Baldwin favorites.

This year's contest will kick off on Tuesday, Sept. 1 as nominations open in over 300 categories, including brand-new categories. Categories include automotive, business, community, education, food and drink, medical and

wellness, shopping and commerce and more.

Nominations will close on Wednesday, Sept. 30 at noon. At that time, the top five nominations in each category will advance to the final voting round; so the more you nominate your favorites, the greater chance they have to continue to voting.

Voting opens at midnight on Thursday, Oct. 1, and will last until Saturday, Oct. 31 at 11:59 p.m.

Participants can nominate/vote once per day per category in as many or as few categories as they like. Nominations and voting are completely free and open to the public.

First, second, and third place winners will be announced on Dec. 11 on the Best of 2021 website and in the Big

Beautiful Baldwin's Best publication, which will be included within The Baldwin Times.

First place winners will receive a framed "Big Beautiful Baldwin's Best of 2021" certificate, a "Big Beautiful Baldwin's Best of 2021" window cling, a .pdf of the Big Beautiful Baldwin's Best logo for use in future advertising and bragging rights to be called "Big Beautiful Baldwin's Best of 2021" for their type of business.

This year's contest will also feature a sweepstakes for all those who participate! Voters are automatically entered into our sweepstakes. One lucky voter will win the 2021 Best Of Yeti Cooler and four lucky voters will win a 4-Pack VIP EXPERIENCE to the Legends in Concert Holiday

Show on Thursday, Dec. 3, 2020! There is no cost to participate in the sweepstakes. Sweepstakes winners will be chosen at random after voting has come to a close on Oct. 31. Emails will be sent out to notify sweepstakes winners shortly after the contest ends.

For more information or to find out how to get your nominated business or service involved in promotions that will be going on throughout the contest, contact your Gulf Coast Media marketing representative or call us at Gulf Coast Media at 251-943-2151. Be ready to nominate your favorite business, service, person, restaurant or product starting Sept. 1 at <http://gulfcoastnewstoday.com/bestof2021/#/>.

ORDINANCE NO. 012-2020

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM R-1 to PUD:

THE WEST 1/2 OF THE SE 1/4 OF SEC 8 T-6-S, R-4-E, BALDWIN COUNTY, AL LESS AND EXCEPT ROAD R-O-W'S BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT TA RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 8, T-6-S, R-4-E, BALDWIN COUNTY, AL; THENCE N 89°57'00" W, A DISTANCE OF 1,33.89 FEET TO A POINT; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A SET 5/8" CAPPED REBAR ON THE NORTH R-O-W OF COUNTY ROAD 48 TO THE POINT OF BEGINNING; THENCE N 89°57'00" W, ALONG SAID NORTH R-O-W A DISTANCE OF 1,269.37 FEET TO A SET 5/8" CAPPED REBAR ON THE EASTERLY R-O-W OF ADAMS DRIVE; THENCE N 43°46'56" W, ALONG SAID R-O-W A DISTANCE OF 21.54 FEET TO A SET 5/8" CAPPED REBAR ON SAID R-O-W; THENCE N 00°21'55" E, ALONG SAID EASTERLY R-O-W A DISTANCE OF 998.41 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 89°38'25" W, ALONG SAID R-O-W A DISTANCE OF 10.00 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 00°21'55" E, ALONG SAID R-O-W A DISTANCE OF 1,552.00 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 36°32'24" E, ALONG SAID R-O-W A DISTANCE OF 24.02 FEET TO A SET 5/8" CAPPED REBAR ON THE SOUTH R-O-W OF FAIRGROUND ROAD; THENCE N 89°50'29" E, ALONG SAID SOUTH R-O-W A DISTANCE OF 1,274.61 FEET TO A SET 5/8" CAPPED REBAR; THENCE S 00°14'27" W, LEAVING SAID FAIRGROUND ROAD R-O-W A DISTANCE OF 2,589.93 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 76.48 ACRES, MORE OR LESS, AND ALL BEING SITUATED IN THE SE 1/4 OF SEC 8 T-6-S, R-4-E BALDWIN COUNTY, AL.

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

APPROVED THIS 17TH DAY OF AUGUST, 2020.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 012-2020 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 17th day of August, 2020, as same appears in the official records of said City.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address

22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address

22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office

201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20029
Schambeau Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Daniel A. Schambeau, owner of property located 10430 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 3.61± acres from RSF-E - Estate Res District to B-3 - General Business District. The Parcel Identification Number is 05-43-06-23-0-000-009,000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 9/10/2020
Re: Z-20029 Schambeau Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/6/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20029 Schambeau Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020**.

The County Commission public hearing is scheduled for **Tuesday September 15, 2020**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/22/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X

April M. Perry
April M. Perry, Legal Ad Representative

X

Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/22/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313859

Z-20029 Schambeau Property

Amount of Ad: \$117.12

Legal File# Z-20029 Schambe

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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22251 Palmer Street
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NOTICE OF PUBLIC HEARING

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Schambeau Property
Planning District 15

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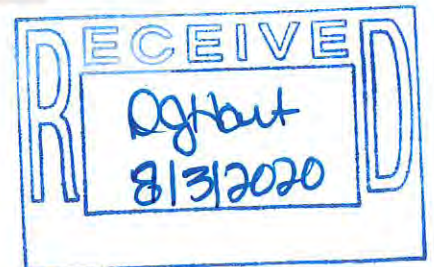
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, August 6, 2020, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL. The said application will

be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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& Zoning Department
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July 22, 2020





Baldwin County Commission

Agenda Action Form

File #: 21-0027, Version: 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$4,336,295.65 (four million, three hundred thirty-six thousand, two hundred ninety-five dollars and sixty-five cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$1,898,615.13 (one million, eight hundred ninety-eight thousand, six hundred fifteen dollars and thirteen cents) is payable to the Baldwin County Board of Education and \$117,300.89 (one hundred seventeen thousand, three hundred dollars and eighty-nine cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding \$20,000

Commission Meeting: October 6, 2020

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	1,684,096.77	Sales Tax
	214,518.36	Use Tax
Gulf Shores Bd. Of Education	97,266.15	Sales Tax
	20,034.74	Use Tax
Regions Bank Corp Trust	184,608.33	2020 Lease PBA
Alta Pointe Healthy System	32,400.00	Cigarette Tax; Aug 2020
	300.00	Medical; Sheriff's
District Attorney's Office	17,291.02	Tobacco Tax Distribution; Aug 2020
	6,929.34	Sales Tax
Coastal Alabama Community College	33,641.55	Sales Tax
Juvenile Detention Facility	24,579.31	Cigarette Tax; Aug 2020
Quantum Technologies, Inc.	361,926.66	Audio/Video Systems; Circuit Court
Plumcore, Inc.	267,511.49	Contract Services; Sheriff's
QCHC, Inc.	130,333.33	Medical; Sheriff's
	5,000.00	Medical; JDC
	4,952.97	Medical; Sheriff's
Mobile Asphalt Co., LLC	114,876.55	Road Building Materials
Solid Waste Fund	113,542.20	Tipping Fees
South Alabama Regional	76,950.98	Temporary Labor
Motorola Solutions, Inc.	76,248.75	Communication Equipment; Sheriff's
Petroleum Traders Corporation	57,380.69	Fuel
Stuart Construction, LLC	53,577.45	Construction Services
Symbol Health Solutions	49,277.23	Medical
Tax Management Associates, Inc.	45,000.00	Personal Property Audit Services; Revenue
B I Incorporated	40,486.41	Monitoring; Sheriff's
CDG Engineers & Associates	26,662.71	Professional Services
Sand & Clay, Inc.	24,680.25	Road Building Materials
Tyler Technologies, Inc.	24,500.00	Software Services
TSA, Inc.	24,329.20	Computer Equipment
North Baldwin Infirmary	21,439.29	Medical; Sheriff's
TOTAL	3,834,341.73	

Baldwin County Commission
Accounts Payable Payments
October 6, 2020

Vendor Summary		Totals
1	A & M PORTABLES INC	4,737.00
2	ADAMS AND REESE LLP	6,000.00
3	ADT SECURITY SERVICES INC	177.67
4	ADVANTAGE BUSINESS SOLUTIONS, INC.	250.00
5	AIRGAS USA, LLC	1,488.18
6	AL HILL'S BOILER SALES & REPAIR	936.50
7	AL STATE DEPT OF LABOR	375.00
8	AL STATE DEPT OF REVENUE	24.25
9	ALABAMA ASSN OF FLOODPLAIN MANAGERS	425.00
10	ALABAMA CORRECTIONAL INDUSTRIES	750.00
11	ALABAMA STATE BAR	1,312.50
12	ALTA POINTE HEALTH SYSTEMS INC	32,700.00
13	AMERSON ROOFING INC	741.00
14	ANGLE, WILLIAM LEE	219.00
15	ASSN OF CNTY ADMINISTRATORS OF ALABAMA	225.00
16	ASSN OF STATE FLOODPLAIN MANAGERS INC	165.00
17	AUTHEMENT, MURRAY A	290.00
18	AUTO ZONE - ROBERTSDALE	42.95
19	AWARD COMPANY OF AMERICA, LLC	54.00
20	B & L CABLE CONSTRUCTION LLC	630.00
21	B I INCORPORATED	40,486.41
22	B&H PHOTO & ELECTRONICS CORP	2,953.60
23	BAGGETT, AVAN	16.00
24	BALDWIN CNTY BOARD OF EDUCATION	1,898,615.13
25	BALDWIN CNTY CORONER'S OFFICE	7,206.50
26	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	11,353.47
27	BALDWIN CNTY FAMILY VIOLENCE PROJECT	1,675.87
28	BALDWIN CNTY HUMAN RESOURCES DEPT	558.62
29	BALDWIN CNTY SHERIFF'S BOYS RANCH	1,675.87
30	BALDWIN CNTY SOLID WASTE	131.18
31	BALDWIN COUNTY VICTORY POLARIS LLC	89.99
32	BALDWIN FEED AND SEED LLC	64.00
33	BALDWIN LOCKSMITH LLC	432.50
34	BALDWIN SIGNS	18.00
35	BALDWIN TRACTOR	911.90
36	BALDWIN YOUTH SERVICES	13,872.70
37	BALER & COMPACTOR SERVICES	1,848.00
38	BALL BALL MATTHEWS & NOVAK, P.A.	880.00
39	BAY MINETTE ANIMAL CLINIC	723.00
40	BAY MINETTE BUILDING SUPPLY	432.64
41	BAY MINETTE LAND CO	1,000.00
42	BAY MINETTE YOUTH PROGRAM	1,675.87
43	BAY PEST CONTROL COMPANY INC.	267.00
44	BAY SIDE RUBBER & PRODUCTS	1,768.23

Baldwin County Commission
Accounts Payable Payments
October 6, 2020

Vendor Summary		Totals
45	BB&T-CREATIVE PAYMENT SOLUTIONS	149.40
46	BEAIRD, DALE	32.00
47	BEARD EQUIPMENT CO	245.00
48	BEHAVIORAL HEALTH SYSTEMS INC	541.08
49	BLOSSMAN GAS	117.10
50	BONNER, SHANNA TERESE	53.48
51	BRINK'S INCORPORATED	176.87
52	BRODEUR, MARNI	21.00
53	BUILDERS HARDWARE & SUPPLY CO	424.24
54	CAKE BY DONNA, LLC	811.62
55	CAMPBELL HARDWARE & SUPPLY CO	1,880.93
56	CAPITAL VOLVO TRUCK & TRAILER	3,146.45
57	CARE HOUSE INC	4,189.65
58	CARMICHAEL ENGINEERING, INC.	3,920.00
59	CDG ENGINEERS & ASSOCIATES	26,662.71
60	CDW - GOVERNMENT, INC	3,728.71
61	CENTRAL RESTAURANT PRODUCTS	731.00
62	CERTIFIED LABORATORIES	4,149.20
63	CHUCK STEVENS AUTO INC	164.28
64	CINDY HABER CENTER INC	6,982.76
65	CINTAS FIRST AID & SAFETY	335.74
66	CINTAS LOCATION #211	1,828.00
67	CLARK, JEFFREY	16.00
68	CLEVERDON FARMS	2,150.31
69	CNTY REVENUE OFFICERS ASSN OF ALABAMA	170.00
70	COASTAL AL COM COLLEGE	33,641.55
71	COASTAL BRT, LLC	6,325.00
72	COASTAL INDUSTRIAL SUPPLY	430.14
73	COCA COLA BOTTLING CO	1,814.40
74	COLLINS, JOHN G	32.00
75	COPY PRODUCTS COMPANY	4,710.93
76	COX, DEANNA VICICH	750.00
77	CRUMP, JUDSON E & EMMIE S	42.00
78	CULLIGAN WATER SYSTEMS OF MOBILE	490.40
79	CURRIE, JENNIFER D & BRYAN	11.57
80	DADE PAPER & BAG CO	6,212.07
81	DAIRY FRESH OF AL	493.88
82	DANNY'S HYDRAULICS	252.46
83	DAPHNE YOUTH PROGRAM, CITY OF	1,675.86
84	DAVIS, JOSEPH LEE III	281.41
85	DAVISON OIL COMPANY INC	2,212.43
86	DAWN HOUSE	1,675.87
87	DAY, CODY	16.00
88	DEEP SOUTH WELDING & FABRICATION	14,100.00

Baldwin County Commission
Accounts Payable Payments
October 6, 2020

Vendor Summary		Totals
89	DISTRICT ATTORNEY'S OFFICE	24,220.36
90	DUTCHMAN'S LAWN & GARDEN	299.92
91	ELECTION SYSTEMS & SOFTWARE INC	8,937.50
92	ELMORE, K SHANE	30.00
93	ELTEC	1,842.58
94	EMPIRE TRUCK SALES INC	913.78
95	EQUIPMENT SALES CO	409.50
96	EXPRESS OIL CHANGE	52.65
97	FAIRHOPE YOUTH PROGRAM, CITY OF	1,675.87
98	FEDEX	176.87
99	FERGUSON WATERWORKS	755.52
100	FLORES & ASSOCIATES	883.50
101	FOLEY HOSPITAL CORP	18,710.33
102	FOLEY YOUTH PROGRAM, CITY OF	1,675.87
103	FRAME CORNER, THE	43.80
104	GALL'S LLC	1,969.00
105	GANEY, BRENDA Q	3,433.34
106	GARRETT, GABRIELLE	16.00
107	GENTRY, AMBER	32.00
108	GILMORE SERVICES	19.76
109	GPS INSIGHT, LLC	124.75
110	GRAESTONE AGGREGATES, LLC	6,268.75
111	GRAYBAR ELECTRIC CO INC	82.08
112	GSP MARKETING INC	6,026.90
113	GULF CHRYSLER PLYMOUTH DODGE	1,087.55
114	GULF COAST BUILDING SUPPLY	118.51
115	GULF COAST NEWSPAPERS	2,896.32
116	GULF COAST TRUCK & EQUIPMENT CO	39.88
117	GULF SHORES BOARD OF EDUCATION	117,300.89
118	GULF STATES DISTRIBUTORS	639.00
119	HANSON, TODD & DAWN	16.00
120	HARRELSON, TAMMY H	16.00
121	HART, DALETHA J	51.75
122	HEAVY DUTY LIFT & EQUIPMENT INC	7,538.94
123	HENDERSON, KENDEL DYETT	108.67
124	HI-LINE	1,128.45
125	HILL, DAVID B	42.00
126	HOLLAND'S PAINT & BODY	5,657.33
127	HUTTON, KRISTINE	50.00
128	INDUSTRIAL BOILER & MECHANICAL COMPANY	4,246.94
129	INFIRMARY OCCUPATIONAL HEALTH PC	1,209.00
130	INGENUITY INC	3,905.44
131	INTERNATIONAL ASSN OF EMERGENCY MGRS	195.00
132	J&R SYSTEM INTEGRATION LLC/SECURITY 101	933.65

Baldwin County Commission
Accounts Payable Payments
October 6, 2020

	Vendor Summary	Totals
133	J. SMITH CONTRACTORS, LLC	6,450.00
134	JANI KING OF MOBILE	783.91
135	JBT POWER LLC	568.72
136	JOHNSON CONTROLS	1,039.94
137	JOHNSON, LYNNETTE	30.00
138	JUBILEE ACE HOME CENTER	14.22
139	JUVENILE DETENTION FACILITY	24,579.31
140	K & K SYSTEMS INC	145.35
141	KEET CONSULTING SERVICES LLC	11,700.00
142	KELLEY BROS HARDWARE-ALABAMA INC	1,064.69
143	KENWORTH OF ALABAMA	2,128.22
144	LEGLISE, JUDY	32.00
145	LENOX, RICKY	30.00
146	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	4,450.00
147	LITTLE, HUNTER	32.00
148	LOWE'S - DAPHNE	1,266.97
149	LOWE'S - FOLEY	276.20
150	MAC'S AUTOGLASS LLC	150.00
151	MATHES OF ALABAMA	12.34
152	MCGOWAN, NATALIE	32.00
153	McGRIFF TIRE CO INC	9,830.09
154	MCKEE FOODS CORP	207.84
155	MCKELLAR, DAVID	32.00
156	McPHERSON CO	366.67
157	MCPHERSON OIL CO INC/DBA FUELMAN	2,946.67
158	MEDICAL DISPOSABLES CORP	1,000.00
159	MERCHANTS FOODSERVICE	58.36
160	MIDSTATE SIGNS, LLC	1,100.00
161	MISSISSIPPI MOSQUITO CONTROL LLC	14,374.00
162	MOBI MEDICAL	6,782.50
163	MOBILE ASPHALT CO LLC	114,876.55
164	MOBILE INSTRUMENT CO INC	252.00
165	MOBILE PRESS REGISTER	224.58
166	MOTOROLA SOLUTIONS INC	76,248.75
167	MOYER FORD SALES INC	678.71
168	MUNCHER, SUSAN D	16.00
169	MWI ANIMAL HEALTH	740.86
170	NELSON, AUDREY A & STEVEN L	16.00
171	NELSON, WILLIAM	37.00
172	NORTH BALDWIN INFIRMARY	21,439.29
173	OEC	3,908.94
174	O'REILLY AUTO PARTS	585.12
175	OTIS ELEVATOR CO	3,870.00
176	OTTO ENVIRONMENTAL SYSTEMS	6,700.00

**Baldwin County Commission
Accounts Payable Payments
October 6, 2020**

	Vendor Summary	Totals
177	PACE, TAMARA	30.00
178	PAM'S EMBROIDERY & SEWING	1,109.00
179	PATE, JESSIE	32.00
180	PEPER, JOHN SCOTT	32.00
181	PEREGRINE SERVICES INC	18,162.80
182	PETROLEUM TRADERS CORPORATION	57,380.69
183	PH & J ARCHITECTS INC	3,852.16
184	PLUMCORE, INC.	267,511.49
185	PNC BANK	2,041.35
186	POSTMARK INK	518.45
187	PPM CONSULTANTS, INC	1,776.80
188	PRINT SHOP, THE	1,043.50
189	QCHC INC	140,286.30
190	QUADIENT LEASING USA, INC.	4,976.55
191	QUANTUM TECHNOLOGIES INC	361,926.66
192	RACINE'S FEED GARDEN & SUPPLY INC	999.00
193	READY MIX USA LLC	615.01
194	REGIONS BANK CORP TRUST	184,608.33
195	REPUBLIC SERVICES #986	611.25
196	ROBERTSDALE AUTO PARTS INC	1,250.39
197	ROUSSEAU-GRIFFIN PROP, LLC	42.00
198	ROY, BARBARA A & DONALD E	32.00
199	RUFFIN, LORI G	110.00
200	SAFETY COATINGS	292.50
201	SAND & CLAY, INC.	24,680.25
202	SCS FIELD SERVICES	11,768.52
203	SECTION 18 TRANSPORTATION FUND	1,292.76
204	SHAFFER, MELISSA	16.00
205	SHARP ELECTRONICS CORPORATION	16,384.39
206	SIZE, BARBARA A	16.00
207	SMITH, CHARLOTTE K	154.00
208	SNARSKI, DAVID B	16.00
209	SOLID WASTE FUND	113,542.20
210	SOUTH ALABAMA REGIONAL	76,950.98
211	SOUTHDATA INC	6,888.82
212	SOUTHERN FIRE & SAFETY INC	150.00
213	SOUTHERN PIPE & SUPPLY	149.58
214	STAPLES CONTRACT & COMMERCIAL, INC.	11,717.46
215	STEIGERWALD, CHRISTIE R	32.00
216	STIRNKORB, CHRISTINA	21.00
217	STOCKTON EQUIPMENT CO	2,886.19
218	STONE CROSBY PC	3,197.04
219	STUART CONSTRUCTION, LLC	53,577.45
220	SUNSOUTH LLC	384.04

**Baldwin County Commission
Accounts Payable Payments
October 6, 2020**

Vendor Summary		Totals
221	SWEAT TIRE - BAY MINETTE	1,385.29
222	SWEAT TIRE - ROBERTSDALE	5,666.40
223	SYMBOL HEALTH SOLUTIONS LLC	49,277.23
224	TAX MANAGEMENT ASSOCIATES INC	45,000.00
225	TAYLOR'S TOWING	250.00
226	THOMAS, SETH	32.00
227	THOMPSON TRACTOR CO	13,449.23
228	TONY'S TOWING INC	2,411.25
229	TRACTOR & EQUIPMENT CO	7,008.74
230	TRANE-MOBILE PARTS CENTER	4,677.45
231	TRANSPORTATION SOUTH INC	1,020.80
232	TRUCK EQUIPMENT SALES INC	11,417.55
233	TSA INC	24,329.20
234	TWO-WAY COMMUNICATIONS INC	500.00
235	TYLER TECHNOLOGIES, INC.	24,500.00
236	U-HAUL INTERNATIONAL INC	1,479.86
237	ULINE INC	3,196.08
238	UNIV AUBURN-GOVERNMENTAL SERVICES	650.00
239	UNIVERSAL ENVIRONMENTAL	135.00
240	UTILICOM SUPPLY ASSOCIATES, LLC	1,791.60
241	VOLKERT INC	10,270.22
242	VULCAN SIGNS	178.77
243	W W GRAINGER	12,408.91
244	WALTER CRAIG, LLC	3,802.00
245	WALZ, BRENDA J	96.60
246	WATKINS, MARY	21.00
247	WATTERS, MARY E	79.82
248	WATTIER SURVEYING INC	10,500.00
249	WESCO	406.37
250	WESCO DISTRIBUTION	572.16
251	WEST GROUP PAYMENT CENTER	389.08
252	WHITEHEAD, MERSEY	30.00
253	WISE, JODY L	383.37
254	WITTICHEN SUPPLY-DAPHNE	250.34
255	WITTICHEN SUPPLY-FOLEY	212.77
256	WRIGHTS MOTOR PARTS INC	142.19
257	ZEP MANUFACTURING COMPANY	454.68
Grand Total		4,336,295.65

..... Document				Date	Co.	Name	Address Number	Amounts									
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
				Voucher		Account Description		Discount Taken		Distribution							
G/L Bank Account			00018481			Cash	Batch Number	2852914	Type	M	Date	9/24/2020	User ID	RBENSON			
PN	9205410			10/6/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					1,684,096.77-		D			
PV	525057	00001	001	9/24/2020		9242020	SALES/USE TAX										
						Cash	00018481					1,684,096.77-	AA				
PN	9205410			10/6/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					214,518.36-		D			
PV	525057	00001	002	9/24/2020		9242020	SALES/USE TAX										
						Cash	00018481					214,518.36-	AA				
Totals for Bank Account								1,898,615.13-		1,898,615.13-							
Totals for Batch								1,898,615.13-		1,898,615.13-							
User Total								1,898,615.13-		1,898,615.13-							
Grand Total								1,898,615.13-		1,898,615.13-							

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number	2852915	Type	M	Date	9/24/2020	User ID	RBENSON
PN	9205411			10/6/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	97,266.15-					D	
PV	525059	00001	001	9/24/2020		9242020	SALES/USE TAX							
						Cash	00018481					97,266.15-	AA	
PN	9205411			10/6/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	20,034.74-					D	
PV	525059	00001	002	9/24/2020		9242020	SALES/USE TAX							
						Cash	00018481					20,034.74-	AA	
Totals for Bank Account								117,300.89-				117,300.89-		
Totals for Batch								117,300.89-				117,300.89-		
User Total								117,300.89-				117,300.89-		
Grand Total								117,300.89-				117,300.89-		

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount	Discount Taken								
G/L Bank Account 00018481						Cash	Batch Number	2852874	Type	M	Date	9/22/2020	User ID			RBENSON	
PN	9205407			10/6/2020	00304	REGIONS BANK CORP TRUST	123781	184,608.33-								D	
PV	524826	00304	001	9/22/2020		2020 LEASE;OCT20	2020 LEASE PBA; OCT 2020										
						Cash	00018481					184,608.33-				AA	
Totals for Bank Account								184,608.33-				184,608.33-					
Totals for Batch								184,608.33-				184,608.33-					
User Total								184,608.33-				184,608.33-					
Grand Total								184,608.33-				184,608.33-					

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
105	JUVENILE DETENTION FACILITY	251 9370264	00001	24,579.31				24,579.31
10064	ALABAMA CORRECTIONAL INDUSTRIES	251 2613614	00001	750.00				750.00
10307	BALDWIN CNTY SHERIFF'S BOYS RA		00001	1,675.87				1,675.87
10344	AL HILL'S BOILER SALES & REPAIR		00001	936.50				936.50
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361	00001	388.81				388.81
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	295.59				295.59
14132	BALDWIN YOUTH SERVICES		00001	13,872.70	13,872.70			
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00001	432.50				432.50
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	251 9472445	00001	11,353.47	11,353.47			
14567	BALDWIN CNTY FAMILY VIOLENCE P		00001	1,675.87				1,675.87
14572	CINDY HABER CENTER INC		00001	6,982.76				6,982.76
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00001	88.57				88.57
21127	DISTRICT ATTORNEY'S OFFICE		00001	24,220.36	6,929.34			17,291.02
25040	COASTAL AL COM COLLEGE (FAULKNER)		00001	33,641.55	33,641.55			
27012	GRAYBAR ELECTRIC CO INC **	251 6666600	00001	82.08				82.08
27022	GULF COAST NEWSPAPERS		00001	2,690.88				2,690.88
27263	GALL'S LLC	334 649 3678	00001	1,935.00	333.00-			2,268.00
36251	JUBILEE ACE HOME CENTER	334 9906665	00001	14.22				14.22
40019	MOYER FORD SALES INC	334 9431661	00001	678.71				678.71
40026	NORTH BALDWIN INFIRMARY		00001	21,439.29				21,439.29
41646	FEDEX		00001	135.73				135.73
43003	OEC	800 759-3368	00001	815.14				815.14
47503	PH & J ARCHITECTS INC	334 2658781	00001	3,852.16				3,852.16
48928	BALDWIN SIGNS	251 6260572	00001	18.00				18.00
51005	ELECTION SYSTEMS & SOFTWARE INC	800 2924679	00001	8,937.50				8,937.50
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	54,219.22				54,219.22
54042	SWEAT TIRE - ROBERTSDALE		00001	2,530.60				2,530.60
65007	VULCAN SIGNS	334 9431541	00001	178.77				178.77
65091	STONE CROSBY PC **		00001	793.50				793.50
65824	ASSN OF STATE FLOODPLAIN MANAG		00001	165.00				165.00
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	36.46				36.46
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	572.16				572.16
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00001	230.04				230.04
66034	BALDWIN CNTY HUMAN RESOURCES D		00001	558.62				558.62
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	150.00				150.00
72821	INTERNATIONAL ASSN OF EMERGENCY	703 5381795	00001	195.00				195.00
78799	CENTRAL RESTAURANT PRODUCTS	800 2225107	00001	731.00	65.00-			796.00
79396	BEHAVIORAL HEALTH SYSTEMS INC		00001	524.38				524.38
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	2,475.56				2,475.56
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00001	57.80				57.80

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
87716	LOWE'S FOLEY - 057700034	9705307	00001	184.13			184.13
87767	JANI KING OF MOBILE	504 4419700	00001	437.46			437.46
92208	CARE HOUSE INC		00001	4,189.65			4,189.65
94182	BAY MINETTE YOUTH PROGRAM		00001	1,675.87			1,675.87
96962	CNTY REVENUE OFFICERS ASSN OF 334	2637594	00001	170.00			170.00
97682	COCA COLA BOTTLING CO-ROBERTSD		00001	302.40			302.40
98634	MCPHERSON OIL CO INC/DBA FUELM000	2398882	00001	1,122.72			1,122.72
99320	INFIRMARY OCCUPATIONAL HEALTH#34	4333781	00001	372.00			372.00
101717	BRINK'S INCORPORATED		00001	176.87			176.87
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	2,822.35	21.56-		2,843.91
103093	PPM CONSULTANTS, INC	251 990 9000	00001	1,776.80			1,776.80
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	131.18			131.18
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	47.81			47.81
107220	KEET CONSULTING SERVICES LLC	205 6209843	00001	11,700.00			11,700.00
111641	DAWN HOUSE (CIGARETTE TAX)		00001	1,675.87			1,675.87
111974	WISE, JODY L		00001	383.37			383.37
112416	ULINE INC	800 2955510	00001	473.15			473.15
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00001	212.77			212.77
113486	ASSN OF CNTY ADMINISTRATORS OF		00001	225.00			225.00
115852	DADE PAPER & BAG CO	251 9641500	00001	2,591.10			2,591.10
118412	HART, DALETHA J	251 9471026	00001	51.75			51.75
118519	WALZ, BRENDA J	251 5804819	00001	96.60			96.60
121216	PEREGRINE SERVICES INC	318 3254762	00001	18,162.80			18,162.80
131051	B & L CABLE CONSTRUCTION LLC	334 4270888	00001	630.00			630.00
133938	AL STATE DEPT OF LABOR	334 2423460	00001	375.00			375.00
136872	LOWE'S - DAPHNE	6217620	00001	896.77			896.77
146931	ALABAMA ASSN OF FLOODPLAIN MAN		00001	425.00			425.00
148734	AIRGAS USA, LLC - PO'S		00001	101.18			101.18
150287	BAY MINETTE LAND CO		00001	1,000.00			1,000.00
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIB	00001	933.65			933.65
	SON						
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251 9900786	00001	149.58			149.58
155037	OTIS ELEVATOR CO		00001	3,870.00			3,870.00
156427	DAPHNE YOUTH PROGRAM, CITY OF		00001	1,675.86			1,675.86
156435	FOLEY YOUTH PROGRAM, CITY OF		00001	1,675.87			1,675.87
156443	FAIRHOPE YOUTH PROGRAM, CITY O		00001	1,675.87			1,675.87
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00			6,000.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	4,677.45			4,677.45
159329	BALDWIN CNTY CORONER'S OFFICE		00001	7,206.50			7,206.50
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	777.29			777.29

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				I - 0	Over 0
163096	B&H PHOTO & ELECTRONICS CORP	800 9478003	00001	2,953.60			2,953.60
166975	TSA INC	205 7339111	00001	24,329.20			24,329.20
173454	TAYLOR'S TOWING	251 5800376	00001	250.00			250.00
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00001	1,109.00			1,109.00
180154	MOTOROLA SOLUTIONS INC**		00001	76,248.75			76,248.75
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	57,380.69			57,380.69
181237	PNC BANK	251 937-1207	00001	2,041.35			2,041.35
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00001	57.94			57.94
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	360.42	303.33-		663.75
181787	SHARP ELECTRONICS CORPORATION		00001	9,924.59			9,924.59
181852	ALTA POINTE HEALTH SYSTEMS INC	251 450 5901	00001	32,700.00			32,700.00
182172	UNIVERSAL ENVIRONMENTAL		00001	135.00			135.00
183649	REPUBLIC SERVICES #986		00001	496.76			496.76
184294	PRINT SHOP, THE	251 937 1772	00001	760.00			760.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	250.34			250.34
185252	AUTO ZONE - ROBERTSDALE BCC		00001	42.95			42.95
185351	HOLLAND'S PAINT & BODY		00001	5,657.33			5,657.33
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	8,098.45			8,098.45
185711	GILMORE SERVICES	850 434-1054	00001	19.76			19.76
186326	QCHC INC		00001	135,286.30			135,286.30
186797	QUANTUM TECHNOLOGIES INC	256 971 1800	00001	361,926.66			361,926.66
187049	INDUSTRIAL BOILER & MECHANICAL	253 629 1117	00001	4,246.94			4,246.94
187463	U-HAUL INTERNATIONAL INC	602 606 5426	00001	1,479.86			1,479.86
187695	CINTAS LOCATION #211 - PURCHASE	251 443 7301	00001	1,140.00			1,140.00
188242	FLORES & ASSOCIATES	704 335-8211	00001	883.50			883.50
189062	JOHNSON CONTROLS - PO'S	205 948 3187	00001	1,039.94			1,039.94
189627	DAVIS, JOSEPH LEE III	251 769-5914	00001	281.41			281.41
189759	INGENUITY INC		00001	3,905.44			3,905.44
189781	BONNER, SHANNA TERESE	251 979-1820	00001	53.48			53.48
190002	MOBI MEDICAL	803 758 1001	00001	6,782.50			6,782.50
190006	KELLEY BROS HARDWARE-ALABAMA		00001	1,064.69			1,064.69
190884	TYLER TECHNOLOGIES, INC.	800 772 2260	00001	24,500.00			24,500.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	184.50			184.50
191110	ANGLE, WILLIAM LEE	334 322-7030	00001	219.00			219.00
191808	FOLEY HOSPITAL CORP (R)		00001	18,710.33			18,710.33
191811	STUART CONSTRUCTION, LLC	251 937 9594	00001	53,577.45			53,577.45
191947	QUADIENT LEASING USA, INC.		00001	4,976.55			4,976.55
191956	AUTHEMENT, MURRAY A	251 490-2448	00001	290.00			290.00
192053	BALL BALL MATTHEWS & NOVAK, P.		00001	880.00			880.00
192321	J. SMITH CONTRACTORS, LLC	251 307 5939	00001	6,450.00			6,450.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
192408	PLUMCORE, INC.	205 631 4343	00001	267,511.49				267,511.49
192513	AWARD COMPANY OF AMERICA, LLC	205 872 0935	00001	54.00				54.00
192689	ADVANTAGE BUSINESS SOLUTIONS,		00001	250.00				250.00
192692	LIFESTAR ALTERNATIVE TRANSPOR		00001	4,450.00	4,450.00			
192695	COASTAL BRT, LLC		00001	6,325.00				6,325.00
192699	CAKE BY DONNA, LLC (R)		00001	811.62				811.62
	General Fund		00001	1,436,059.14	69,524.17			1,366,534.97
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	2.64				2.64
	County Transportation Fund		00103	2.64				2.64
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00104	30.00				30.00
181787	SHARP ELECTRONICS CORPORATION		00104	148.74				148.74
183649	REPUBLIC SERVICES #986		00104	12.42				12.42
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00104	1,001.60				1,001.60
192586	MIDSTATE SIGNS, LLC	334 262 6340	00104	1,100.00				1,100.00
	Legislative Del Off Fund		00104	2,292.76				2,292.76
19009	CAMPBELL HARDWARE & SUPPLY CO	9472291	00105	12.99				12.99
40654	MCKEE FOODS CORP		00105	207.84				207.84
54037	SOUTH ALABAMA REGIONAL	334 4336541	00105	1,537.62				1,537.62
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.32				1.32
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00105	63.00				63.00
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	493.88				493.88
156566	MERCHANTS FOODSERVICE	800 8443663	00105	58.36				58.36
162616	SWEAT TIRE - BAY MINETTE	5808473	00105	50.69				50.69
181787	SHARP ELECTRONICS CORPORATION		00105	201.51				201.51
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	320.26				320.26
186326	QCHC INC		00105	5,000.00				5,000.00
	Juvenile Detention Fac Fund		00105	7,947.47				7,947.47
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00106	12.85				12.85
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	595.55				595.55
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00106	40.00				40.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00106	41.76				41.76
141858	FRAME CORNER, THE	251 6263999	00106	43.80				43.80
181787	SHARP ELECTRONICS CORPORATION		00106	245.44				245.44
181821	COPY PRODUCTS COMPANY		00106	3,486.94	3,486.94			6,973.88
184294	PRINT SHOP, THE	251 937 1772	00106	145.50				145.50
	Baldwin Co Archives Fund		00106	4,611.84	3,486.94			8,098.78
10432	ADT SECURITY SERVICES INC ***		00109	177.67				177.67
14006	BLOSSMAN GAS - FOLEY	251 9435759	00109	117.10				117.10
14018	BAY MINETTE ANIMAL CLINIC	251 9377540	00109	723.00				723.00
84216	W W GRAINGER - FOR PO'S	251 661-1035	00109	315.79				315.79

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00109	136.80			136.80
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00109	16.84			16.84
99320	INFIRMARY OCCUPATIONAL HEALTH	4333781	00109	63.00			63.00
105435	CINTAS FIRST AID & SAFETY	4437301	00109	184.14			184.14
181424	GULF COAST BUILDING SUPPLY-ACE	947 7800	00109	16.47			16.47
181787	SHARP ELECTRONICS CORPORATION		00109	215.31			215.31
183058	BALDWIN COUNTY VICTORY POLARIS	964 2777	00109	89.99			89.99
187695	CINTAS LOCATION #211 - PURCHAS	443 7301	00109	100.00			100.00
187808	MISSISSIPPI MOSQUITO CONTROL L	366 0084	00109	14,374.00			14,374.00
187817	MWI ANIMAL HEALTH	762 4800/2485	00109	740.86			740.86
191016	BAY PEST CONTROL COMPANY INC.	875-8908	00109	17.50			17.50
191704	GPS INSIGHT, LLC	477 4321	00109	124.75			124.75
	Animal Shelter		00109	17,413.22			17,413.22
14029	BAY MINETTE BUILDING SUPPLY	9372431	00111	72.82			72.82
19009	CAMPBELL HARDWARE & SUPPLY CO	9472291	00111	763.46			763.46
25048	EQUIPMENT SALES CO	9375313	00111	409.50			409.50
27022	GULF COAST NEWSPAPERS		00111	205.44			205.44
40033	MOBILE PRESS REGISTER (ADS)		00111	224.58			224.58
40034	MATHES OF ALABAMA-FOLEY	943 8551	00111	12.34			12.34
40589	MOBILE ASPHALT CO LLC	4080770	00111	113,579.83	9,027.33-		122,607.16
41646	FEDEX		00111	41.14			41.14
51009	ROBERTSDALE AUTO PARTS INC	9472882	00111	498.24			498.24
54037	SOUTH ALABAMA REGIONAL	4336541	00111	738.40			738.40
54044	SAFETY COATINGS	9431638	00111	292.50			292.50
54050	BAY SIDE RUBBER & PRODUCTS	6600902	00111	386.85			386.85
55415	SAND & CLAY, INC.	928-4601	00111	24,680.25			24,680.25
57038	TRACTOR & EQUIPMENT CO - MOBIL		00111	7,008.74	2,438.91-		9,447.65
57071	THOMPSON TRACTOR CO	6265100	00111	2,636.50			2,636.50
62623	EMPIRE TRUCK SALES INC	3300088PH	00111	72.36			72.36
64821	DANNY'S HYDRAULICS	3349701713	00111	252.46			252.46
66006	WRIGHTS MOTOR PARTS INC	9372591	00111	105.73			105.73
66295	VOLKERT INC **	3421070	00111	10,270.22			10,270.22
84216	W W GRAINGER - FOR PO'S	661-1035	00111	8,334.54	4.73-		8,339.27
87767	JANI KING OF MOBILE	4419700	00111	346.45			346.45
94060	CHUCK STEVENS AUTO INC		00111	164.28			164.28
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	454.68			454.68
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	911.90			911.90
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00111	711.80			711.80
99320	INFIRMARY OCCUPATIONAL HEALTH	4333781	00111	538.00			538.00
102875	CDW - GOVERNMENT, INC - PO	3393526	00111	567.92			567.92

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
105435	CINTAS FIRST AID & SAFETY	251 4437301	00111	20.58			20.58
112416	ULINE INC	800 2955510	00111	2,722.93			2,722.93
115852	DADE PAPER & BAG CO	251 9641500	00111	876.65			876.65
120432	HI-LINE - FOR PURCHASE ORDERS		00111	350.83			350.83
121451	K & K SYSTEMS INC *	888 414-3003	00111	145.35			145.35
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00111	52.65			52.65
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00111	382.92			382.92
136872	LOWE'S - DAPHNE		00111	214.20			214.20
147125	STOCKTON EQUIPMENT CO	251 5803811	00111	1,280.46			1,280.46
148734	AIRGAS USA, LLC - PO'S		00111	580.43			580.43
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	3,911.60			3,911.60
180354	CERTIFIED LABORATORIES **	800 527 9929	00111	4,149.20			4,149.20
181290	WESCO - FOLEY - PO'S	251 424 1550	00111	406.37			406.37
181574	O'REILLY AUTO PARTS-FIRST CALL		00111	224.70			224.70
181787	SHARP ELECTRONICS CORPORATION		00111	2,400.78			2,400.78
181821	COPY PRODUCTS COMPANY		00111	1,223.99			1,223.99
183407	READY MIX USA LLC	251 943 2985	00111	615.01	9.99-		625.00
183649	REPUBLIC SERVICES #986		00111	27.56			27.56
185396	MAC'S AUTOGLASS LLC	251 228 2744	00111	150.00			150.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00111	1,955.59	268.99-		2,224.58
185645	BEARD EQUIPMENT CO - MOBILE		00111	245.00			245.00
186138	GRAESTONE AGGREGATES, LLC		00111	6,268.75			6,268.75
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00111	310.00			310.00
191642	UTILICOM SUPPLY ASSOCIATES, LL	404 298 7700 - GA	00111	1,791.60			1,791.60
192585	ELTEC	903 938 1901	00111	1,842.58			1,842.58
	7 Cent Gasoline Tax Fund		00111	206,430.66	11,749.95-		218,180.61
10225	UNIV AUBURN-GOVERNMENTAL SER	877 8444782/HALEYCT	00120	650.00			650.00
	R						
40659	MOBILE INSTRUMENT CO INC	251 6607474	00120	252.00			252.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00120	1,831.72			1,831.72
87716	LOWE'S FOLEY - 057700034		00120	92.07			92.07
96410	TAX MANAGEMENT ASSOCIATES INC	704 847-1234	00120	45,000.00			45,000.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00120	17.75			17.75
105435	CINTAS FIRST AID & SAFETY	251 4437301	00120	41.45			41.45
115852	DADE PAPER & BAG CO	251 9641500	00120	546.14			546.14
162616	SWEAT TIRE - BAY MINETTE		00120	557.31			557.31
181787	SHARP ELECTRONICS CORPORATION		00120	504.48			504.48
182052	WATTERS, MARY E	251 9785205	00120	79.82			79.82
184294	PRINT SHOP, THE	251 937 1772	00120	138.00			138.00
	Reappraisal Fund		00120	49,710.74			49,710.74

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00140	1,292.76			1,292.76
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00140	1.76			1.76
181787	SHARP ELECTRONICS CORPORATION		00140	124.19			124.19
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	108.67			108.67
	Council on Aging Fund		00140	1,527.38			1,527.38
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00143	13.48			13.48
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	269.11	66.00-		335.11
54037	SOUTH ALABAMA REGIONAL	334 4336541	00143	4,573.44			4,573.44
54042	SWEAT TIRE - ROBERTSDALE		00143	2,662.40			2,662.40
57332	TRANSPORTATION SOUTH INC	205 663-2287	00143	1,020.80			1,020.80
86609	CULLIGAN WATER SYSTEMS OF MOBILE	51 6752697	00143	58.40			58.40
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00143	351.08			351.08
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00143	70.00			70.00
133591	AMERSON ROOFING INC		00143	741.00			741.00
181787	SHARP ELECTRONICS CORPORATION		00143	477.09			477.09
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	94.04-	94.04-		
	Section 18 Fund		00143	10,142.76	160.04-		10,302.80
10448	A & M PORTABLES INC	251 6790933	00144	4,212.00			4,212.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00144	35.43			35.43
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	51.38			51.38
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00144	183.02			183.02
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	415.22			415.22
54037	SOUTH ALABAMA REGIONAL	334 4336541	00144	298.26			298.26
54042	SWEAT TIRE - ROBERTSDALE		00144	10.00			10.00
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00144	46.71			46.71
136872	LOWE'S - DAPHNE	6217620	00144	156.00			156.00
146165	BALDWIN FEED AND SEED LLC	9379166	00144	64.00			64.00
147125	STOCKTON EQUIPMENT CO	251 5803811	00144	1,605.73			1,605.73
148734	AIRGAS USA, LLC - PO'S		00144	806.57			806.57
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00144	44.10			44.10
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00144	430.14			430.14
183649	REPUBLIC SERVICES #986		00144	74.51			74.51
188429	JBT POWER LLC	251 626 7317	00144	568.72			568.72
	Parks Fund		00144	9,001.79			9,001.79
181787	SHARP ELECTRONICS CORPORATION		00146	174.34			174.34
	Eastern Shore Metro Planning O		00146	174.34			174.34
27181	GULF STATES DISTRIBUTORS	800 2237869	00154	639.00			639.00
190131	WALTER CRAIG, LLC	334 612 7044	00154	3,802.00			3,802.00
	Federal Forfeiture Fund		00154	4,441.00			4,441.00
180100	CLEVERDON FARMS	251 943-1170	00165	2,099.06			2,099.06

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	Gulf Mexico EnergySec Act 2006		00165	2,099.06			2,099.06
168591	WATTIER SURVEYING INC	3422640	00200	10,500.00			10,500.00
191890	CARMICHAEL ENGINEERING, INC.		00200	3,920.00			3,920.00
	Capital Projects Fund		00200	14,420.00			14,420.00
10448	A & M PORTABLES INC	251 6790933	00510	525.00			525.00
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00510	43.45			43.45
21179	DAVISON OIL COMPANY INC	334 633-4444	00510	935.02			935.02
21209	DUTCHMAN'S LAWN & GARDEN	251 9437043	00510	299.92			299.92
40589	MOBILE ASPHALT CO LLC	251 4080770	00510	1,296.72	109.56-		1,406.28
43003	OEC	800 759-3368	00510	2,547.80			2,547.80
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	67.82	7.84-		75.66
54317	AL STATE DEPT OF REVENUE		00510	24.25			24.25
57071	THOMPSON TRACTOR CO	334 6265100	00510	8,474.01			8,474.01
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00510	500.00			500.00
57327	TONY'S TOWING INC	251 9287334	00510	961.25			961.25
65091	STONE CROSBY PC **		00510	2,403.54			2,403.54
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	506.98			506.98
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00510	122.30			122.30
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00510	999.00			999.00
97682	COCA COLA BOTTLING CO-ROBERTSDALE		00510	907.20			907.20
98634	MCPHERSON OIL CO INC/DBA FUELMART	800 2398882	00510	259.21			259.21
99320	INFIRMARY OCCUPATIONAL HEALTHCARE	334 4333781	00510	63.00			63.00
107511	CDG ENGINEERS & ASSOCIATES	334 2229431	00510	26,662.71			26,662.71
115852	DADE PAPER & BAG CO	251 9641500	00510	257.45			257.45
120432	HI-LINE - FOR PURCHASE ORDERS		00510	388.67			388.67
123094	McPHERSON CO (FOR PO)	888- 8027500EXT2	00510	366.67			366.67
128080	KENWORTH OF ALABAMA (PARTS ONLY)	251 9574000P	00510	1,257.42			1,257.42
140652	FERGUSON WATERWORKS - PO'S	251 9648330PH	00510	755.52	1.87-		757.39
142404	SCS FIELD SERVICES		00510	11,768.52			11,768.52
149690	McGRIFF TIRE CO INC (PO'S ONL)		00510	1,358.27			1,358.27
156777	HEAVY DUTY LIFT & EQUIPMENT INC	800 9458833	00510	7,538.94			7,538.94
180153	CAPITAL VOLVO TRUCK & TRAILER	251 452 0520	00510	444.93			444.93
181787	SHARP ELECTRONICS CORPORATION		00510	1,149.96			1,149.96
182059	SUNSOUTH LLC	251 943 5091	00510	384.04			384.04
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00510	210.48			210.48
188620	DEEP SOUTH WELDING & FABRICATING	251 269 1547	00510	14,100.00			14,100.00
189975	BALER & COMPACTOR SERVICES	205 712 0397	00510	1,848.00			1,848.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00510	65.00			65.00
	Solid Waste Fund		00510	89,493.05	119.27-		89,612.32
510	SOLID WASTE FUND	251 9370264	00511	113,542.20			113,542.20

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00511	775.96			775.96
21179	DAVISON OIL COMPANY INC	334 633-4444	00511	1,277.41	1,416.41-		2,693.82
27030	GULF CHRYSLER PLYMOUTH DODGE	51 9435075	00511	1,087.55			1,087.55
27242	GULF COAST TRUCK & EQUIPMENT	334 4762744	00511	39.88			39.88
43003	QEC	800 759-3368	00511	546.00			546.00
48298	POSTMARK INK	251 9281095	00511	518.45			518.45
54037	SOUTH ALABAMA REGIONAL	334 4336541	00511	12,152.37			12,152.37
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	1,381.38			1,381.38
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00511	11,417.55			11,417.55
57071	THOMPSON TRACTOR CO	334 6265100	00511	2,338.72			2,338.72
57327	TONY'S TOWING INC	251 9287334	00511	1,450.00			1,450.00
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	841.42			841.42
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	776.04			776.04
97682	COCA COLA BOTTLING CO-ROBERTSD		00511	604.80			604.80
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00511	388.59			388.59
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	338.44			338.44
103000	OTTO ENVIRONMENTAL SYSTEMS	678- 4327558PH	00511	6,700.00			6,700.00
115852	DADE PAPER & BAG CO	251 9641500	00511	1,940.73			1,940.73
120432	HI-LINE - FOR PURCHASE ORDERS		00511	388.95			388.95
128080	KENWORTH OF ALABAMA (PARTS ON	51 9574000P	00511	487.88	70.72-		558.60
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	4,560.22	350.00-		4,910.22
170536	SOUTHDATA INC *	251 3437616	00511	6,888.82			6,888.82
180100	CLEVERDON FARMS	251 943-1170	00511	51.25			51.25
180153	CAPITAL VOLVO TRUCK & TRAILER	251 452 0520	00511	2,701.52			2,701.52
181787	SHARP ELECTRONICS CORPORATION		00511	562.23			562.23
182097	BB&T-CREATIVE PAYMENT SOLUTION		00511	149.40			149.40
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00511	225.12			225.12
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00511	138.00			138.00
189486	GSP MARKETING INC	814 445 5866	00511	6,026.90			6,026.90
192659	BAGGETT, AVAN (R)		00511	16.00			16.00
192660	BEAIRD, DALE (R)		00511	32.00			32.00
192661	BRODEUR, MARNI (R)		00511	21.00			21.00
192662	CLARK, JEFFREY (R)		00511	16.00			16.00
192663	COLLINS, JOHN G (R)		00511	32.00			32.00
192664	CRUMP, JUDSON E & EMMIE S (R)		00511	42.00			42.00
192665	CURRIE, JENNIFER D & BRYAN (R)		00511	11.57			11.57
192666	DAY, CODY (R)		00511	16.00			16.00
192667	ELMORE, K SHANE (R)		00511	30.00			30.00
192668	GARRETT, GABRIELLE (R)		00511	16.00			16.00
192669	GENTRY, AMBER (R)		00511	32.00			32.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
192670	HANSON, TODD & DAWN (R)		00511	16.00			16.00
192671	HARRELSON, TAMMY H (R)		00511	16.00			16.00
192672	HILL, DAVID B (R)		00511	42.00			42.00
192673	HUTTON, KRISTINE (R)		00511	50.00			50.00
192674	JOHNSON, LYNNETTE (R)		00511	30.00			30.00
192675	LEGLISE, JUDY (R)		00511	32.00			32.00
192676	LENOX, RICKY (R)		00511	30.00			30.00
192677	LITTLE, HUNTER (R)		00511	32.00			32.00
192678	MCGOWAN, NATALIE (R)		00511	32.00			32.00
192679	MCKELLAR, DAVID (R)		00511	32.00			32.00
192680	MUNCHER, SUSAN D (R)		00511	16.00			16.00
192681	NELSON, AUDREY A & STEVEN L (R)		00511	16.00			16.00
192682	NELSON, WILLIAM (R)		00511	37.00			37.00
192683	PACE, TAMARA (R)		00511	30.00			30.00
192684	PATE, JESSIE (R)		00511	32.00			32.00
192685	PEPER, JOHN SCOTT (R)		00511	32.00			32.00
192686	ROUSSEAU-GRIFFIN PROP, LLC (R)		00511	42.00			42.00
192687	ROY, BARBARA A & DONALD E (R)		00511	32.00			32.00
192688	SHAFFER, MELISSA (R)		00511	16.00			16.00
192690	SIZE, BARBARA A (R)		00511	16.00			16.00
192691	SNARSKI, DAVID B (R)		00511	16.00			16.00
192693	STEIGERWALD, CHRISTIE R (R)		00511	32.00			32.00
192694	STIRNKORB, CHRISTINA (R)		00511	21.00			21.00
192696	THOMAS, SETH (R)		00511	32.00			32.00
192697	WATKINS, MARY (R)		00511	21.00			21.00
192698	WHITEHEAD, MERSEY (R)		00511	30.00			30.00
	Solid Waste Collection Fund		00511	181,295.35	1,837.13		183,132.48
27263	GALL'S LLC	334 649 3678	00708	34.00			34.00
54042	SWEAT TIRE - ROBERTSDALE		00708	463.40			463.40
79396	BEHAVIORAL HEALTH SYSTEMS INC		00708	16.70			16.70
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00708	85.10			85.10
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00708	26.25			26.25
181136	B I INCORPORATED		00708	40,486.41	40,486.41		
181787	SHARP ELECTRONICS CORPORATION		00708	255.73			255.73
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00708	140.00			140.00
190953	MEDICAL DISPOSABLES CORP	321 800 5289	00708	1,000.00			1,000.00
	Community Corrections		00708	42,507.59	40,486.41		2,021.18
10090	ALABAMA STATE BAR		00740	1,312.50			1,312.50
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	1,004.40			1,004.40
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00740	159.04			159.04

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
116169	GANEY, BRENDA Q		00740	3,433.34		3,433.34
180834	COX, DEANNA VICICH		00740	750.00		750.00
181809	RUFFIN, LORI G		00740	110.00		110.00
185506	SMITH, CHARLOTTE K		00740	154.00		154.00
	Law Library Fund		00740	6,923.28		6,923.28
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	49,277.23		49,277.23
	Self Insurance Trust		00790	49,277.23		49,277.23
Grand Total(s)			00790	2,135,771.30	92,657.25	2,043,114.05



Baldwin County Commission

Agenda Action Form

File #: 21-0026, Version: 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$1,755,119.50 (one million, seven hundred fifty-five thousand, one hundred nineteen dollars and fifty cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission
Interim Payments
October 6, 2020

Vendor Summary	Totals	Brief Description
1 AFLAC	21,463.60	Payroll
2 AFLAC CAIC	128.10	Payroll
3 AKMON INVESTMENT	7,321.60	Land Redemptions
4 AL STATE DEPT OF FINANCE-CRAFT TRAINING	1,441.00	CICT Fees; Aug 2020
5 ALABAMA CHILD SUPPORT PAYMENT CENTER	2,708.01	Payroll
6 AT&T (BELLSOUTH)	4,469.00	Telephone
7 AT&T MOBILITY (WIRELESS)	328.78	Telephone
8 AULD, HEATHER	83.00	Refund; Solid Waste
9 AUSTILL, JERE III	295.10	Land Redemptions
10 BALDWIN CNTY COMMISSION - BOOTS	192.50	Payroll
11 BALDWIN CNTY COMMISSION - DENTAL 790	13,467.50	Payroll
12 BALDWIN CNTY COMMISSION - HEALTH	94,611.00	Payroll
13 BALDWIN CNTY SHERIFF'S OFFICE	789,073.15	Payroll
14 BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
15 BALDWIN EMC	9,029.00	Utilities
16 BLUE CROSS & BLUE SHIELD	227,801.90	Payroll
17 CENTURYLINK (GULFTEL)	84.81	Telephone
18 CENTURYLINK(GULF TELEPHONE CO L/DIST)	2,089.46	Telephone
19 CHEAP HOME FINDERS, INC	80.60	Land Redemptions
20 CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
21 DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
22 DISTRICT ATTORNEY'S OFFICE	7,500.00	4th Qtr FY20; Revenue
23 DONOHOO CHEVROLET, LLC	21,801.40	Vehicle; Solid Waste
24 ESKRIDGE, JOHN	80.00	Refund; Solid Waste
25 FAIRHOPE, CITY OF	10,844.21	Utilities
26 FINLEY PROPERTIES, LLC	445.81	Land Redemptions
27 FLEXIBLE BENEFITS	10,153.72	Payroll
28 FLORIDA, STATE OF DISBURSEMENT UNIT	149.89	Payroll
29 FOLEY, CITY OF	57.72	Utilities
30 FRONTIER COMMUNICATIONS	66.30	Telephone
31 HANCOCK BANK	1,628.52	Credit Card Services
32 HARBOR COMMUNICATIONS LLC	872.43	Telephone
33 HATCHER, CINDY H	827.75	Refund; Solid Waste
34 IRS-TAX PAYMENT	235,056.14	Payroll
35 JJPR LLC	1,000.00	Advertising; Outreach for Census
36 JUDICIAL RETIREMENT FUND	907.68	Payroll
37 LIBERTY NATIONAL LIFE	8,771.06	Payroll
38 METROPOLITAN LIFE INS CO (COBRA)	73.09	Payroll
39 METROPOLITAN LIFE INSURANCE (LONG-TERM)	4,306.15	Payroll
40 METROPOLITAN LIFE INSURANCE (SHORT-TERM)	3,487.47	Payroll
41 METROPOLITAN LIFE INSURANCE CO (GROUP)	2,757.03	Payroll
42 METROPOLITAN LIFE INSURANCE CO (VISION)	4,907.96	Payroll
43 METROPOLITAN LIFE INSURANCE CO (VOL)	10,308.48	Payroll
44 NATIONWIDE RETIREMENT SOLUTIONS	10,454.75	Payroll
45 NORDEN REALTY LLC	479.63	Land Redemptions
46 NORTH BALDWIN HOSPITAL WELLNESS CENTER	290.00	Payroll
47 NORTH BALDWIN UTILITIES	142.40	Utilities
48 O'BRIEN, DANIEL	1,211.14	Payroll
49 OFFICE OF PROSECUTION SERVICES	443.71	Circuit Clerk Fees; Aug 2020
50 PEIRAF DEFERRED COMPENSATION	1,635.00	Payroll
51 PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities

52	PRESCOTT, JEAN MARC	563.00	Land Redemptions
53	PRESCOTT, JOHN HANSEL	325.62	Land Redemptions
54	PRESCOTT, TYLER MONTANA JUL	137.11	Land Redemptions
55	RABY, LONDON M	1,301.33	Land Redemptions
56	REAGAN, KATY & MIKE	122.00	Refund; Solid Waste
57	RETIREMENT SYSTEMS OF AL	2,010.15	Payroll
58	RETIREMENT SYSTEMS OF AL	131,750.24	Payroll
59	RIVIERA UTILITIES	15,585.36	Utilities
60	ROBERTSDALE, CITY OF	38,579.00	Utilities
61	ROBERTSON INSURANCE AGENCY INC	27,253.66	Insurance; Premises Pollution Liability
62	RYNO CONSULTING, LLC	774.30	Month Cash Flow Fee
63	SOUTHERN LIGHT LLC / DBA UNITI FIBER	18,048.65	Telephone
64	SPEAKSPACE LLC	471.59	Telephone
65	UNITED WAY OF BALDWIN CNTY	275.00	Payroll
66	VERIZON WIRELESS	462.55	Telephone
67	WASHBURN, JENNIFER	128.00	Refund; Solid Waste
68	WISE, JODY L CIRCUIT CLERK	269.54	Payroll
Grand Total		1,755,119.50	

Number	Supplier Name	Phone Number	Co	Balance Open	Aging				
					Current	1 - 0	Over 0		
183630	DONOHOO CHEVROLET LLC	205 444-9333	00511	21,801.40					21,801.40
	Solid Waste Collection Fund		00511	21,801.40					21,801.40
	Grand Total(s)		00511	21,801.40					21,801.40

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10346	AFLAC	800 9923522	00001	5,996.07	1.31-		5,997.38
39441	LIBERTY NATIONAL LIFE	251 9285157	00001	2,599.11	.91-		2,600.02
40624	UNITED WAY OF BALDWIN CNTY **		00001	132.00			132.00
91547	NORTH BALDWIN HOSPITAL WELLNES		00001	212.00			212.00
170616	AFLAC CAIC		00001	112.54			112.54
180373	BALDWIN CNTY COMMISSION - DENT		00001	68.00-	68.00-		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	7,435.00			7,435.00
191391	METROPOLITAN LIFE INSURANCE CO		00001	1,003.96	14.13-		1,018.09
191521	METROPOLITAN LIFE INSURANCE CO		00001	4,669.37	.79-		4,670.16
191522	METROPOLITAN LIFE INSURANCE (S		00001	1,193.06	1.19-		1,194.25
191523	METROPOLITAN LIFE INSURANCE (L		00001	1,780.09	15.48-		1,795.57
191524	METROPOLITAN LIFE INSURANCE CO		00001	1,974.55	61.84-		2,036.39
192000	METROPOLITAN LIFE INS CO (COBR		00001	22.52			22.52
	General Fund		00001	27,062.27	163.65-		27,225.92
191391	METROPOLITAN LIFE INSURANCE CO		00103	4.71			4.71
191523	METROPOLITAN LIFE INSURANCE (L		00103	5.70			5.70
191524	METROPOLITAN LIFE INSURANCE CO		00103	23.91-	23.91-		
	County Transportation Fund		00103	13.50-	23.91-		10.41
191391	METROPOLITAN LIFE INSURANCE CO		00104	14.13			14.13
191522	METROPOLITAN LIFE INSURANCE (S		00104	14.60			14.60
191523	METROPOLITAN LIFE INSURANCE (L		00104	18.81			18.81
	Legislative Del Off Fund		00104	47.54			47.54
10346	AFLAC	800 9923522	00105	1,058.96			1,058.96
39441	LIBERTY NATIONAL LIFE	251 9285157	00105	389.00			389.00
40624	UNITED WAY OF BALDWIN CNTY **		00105	2.00			2.00
64266	CORRECTIONAL PEACE OFFICERS FO16	9280071FAX	00105	5.00			5.00
180373	BALDWIN CNTY COMMISSION - DENT		00105	102.00			102.00
186456	BALDWIN CNTY COMMISSION - HEAL		00105	2,127.00			2,127.00
191391	METROPOLITAN LIFE INSURANCE CO		00105	70.65	4.71-		75.36
191521	METROPOLITAN LIFE INSURANCE CO		00105	387.87	16.50-		404.37
191522	METROPOLITAN LIFE INSURANCE (S		00105	65.05	12.72-		77.77
191523	METROPOLITAN LIFE INSURANCE (L		00105	108.28	5.78-		114.06
191524	METROPOLITAN LIFE INSURANCE CO		00105	144.44	23.91-		168.35
	Juvenile Detention Fac Fund		00105	4,460.25	63.62-		4,523.87
91547	NORTH BALDWIN HOSPITAL WELLNES		00106	39.00			39.00
191391	METROPOLITAN LIFE INSURANCE CO		00106	14.13			14.13
191521	METROPOLITAN LIFE INSURANCE CO		00106	57.76			57.76
191523	METROPOLITAN LIFE INSURANCE (L		00106	22.67			22.67
191524	METROPOLITAN LIFE INSURANCE CO		00106	23.92			23.92
	Baldwin Co Archives Fund		00106	157.48			157.48

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
10346	AFLAC	800 9923522	00109	288.22				288.22	
39441	LIBERTY NATIONAL LIFE	251 9285157	00109	304.24				304.24	
191391	METROPOLITAN LIFE INSURANCE CO		00109	56.52	4.71-			61.23	
191521	METROPOLITAN LIFE INSURANCE CO		00109	76.80				76.80	
191522	METROPOLITAN LIFE INSURANCE (S		00109	55.26				55.26	
191523	METROPOLITAN LIFE INSURANCE (L		00109	57.38	4.56-			61.94	
191524	METROPOLITAN LIFE INSURANCE CO		00109	60.72				60.72	
	Animal Shelter		00109	899.14	9.27-			908.41	
10346	AFLAC	800 9923522	00111	5,833.94				5,833.94	
39441	LIBERTY NATIONAL LIFE	251 9285157	00111	2,622.52				2,622.52	
40624	UNITED WAY OF BALDWIN CNTY **		00111	48.00				48.00	
170616	AFLAC CAIC		00111	15.56				15.56	
186456	BALDWIN CNTY COMMISSION - HEAL		00111	5,750.00				5,750.00	
191391	METROPOLITAN LIFE INSURANCE CO		00111	671.17	4.71-			675.88	
191521	METROPOLITAN LIFE INSURANCE CO		00111	1,759.60				1,759.60	
191522	METROPOLITAN LIFE INSURANCE (S		00111	878.00	3.26-			881.26	
191523	METROPOLITAN LIFE INSURANCE (L		00111	974.86	4.68-			979.54	
191524	METROPOLITAN LIFE INSURANCE CO		00111	1,046.50				1,046.50	
192000	METROPOLITAN LIFE INS CO (COBR		00111	26.66				26.66	
	7 Cent Gasoline Tax Fund		00111	19,626.81	12.65-			19,639.46	
10346	AFLAC	800 9923522	00120	774.24				774.24	
39441	LIBERTY NATIONAL LIFE	251 9285157	00120	704.40				704.40	
40624	UNITED WAY OF BALDWIN CNTY **		00120	32.00				32.00	
186456	BALDWIN CNTY COMMISSION - HEAL		00120	2,907.00	575.00-			3,482.00	
191391	METROPOLITAN LIFE INSURANCE CO		00120	191.70				191.70	
191521	METROPOLITAN LIFE INSURANCE CO		00120	877.60				877.60	
191522	METROPOLITAN LIFE INSURANCE (S		00120	376.28	9.58-			385.86	
191523	METROPOLITAN LIFE INSURANCE (L		00120	316.29				316.29	
191524	METROPOLITAN LIFE INSURANCE CO		00120	360.17				360.17	
	Reappraisal Fund		00120	6,539.68	584.58-			7,124.26	
10346	AFLAC	800 9923522	00140	128.72				128.72	
39441	LIBERTY NATIONAL LIFE	251 9285157	00140	54.50				54.50	
40624	UNITED WAY OF BALDWIN CNTY **		00140	11.00				11.00	
191391	METROPOLITAN LIFE INSURANCE CO		00140	36.03				36.03	
191521	METROPOLITAN LIFE INSURANCE CO		00140	158.34				158.34	
191522	METROPOLITAN LIFE INSURANCE (S		00140	119.48				119.48	
191523	METROPOLITAN LIFE INSURANCE (L		00140	54.69				54.69	
191524	METROPOLITAN LIFE INSURANCE CO		00140	131.56				131.56	
	Council on Aging Fund		00140	694.32				694.32	
10346	AFLAC	800 9923522	00143	529.84				529.84	

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
39441	LIBERTY NATIONAL LIFE	251 9285157	00143	642.48				642.48
40624	UNITED WAY OF BALDWIN CNTY **		00143	20.00				20.00
91547	NORTH BALDWIN HOSPITAL WELLNES		00143	39.00				39.00
186456	BALDWIN CNTY COMMISSION - HEAL		00143	761.00	764.00-			1,525.00
191391	METROPOLITAN LIFE INSURANCE CO		00143	127.42				127.42
191521	METROPOLITAN LIFE INSURANCE CO		00143	717.14				717.14
191522	METROPOLITAN LIFE INSURANCE (S		00143	242.32				242.32
191523	METROPOLITAN LIFE INSURANCE (L		00143	178.21				178.21
191524	METROPOLITAN LIFE INSURANCE CO		00143	238.73	10.59-			249.32
192000	METROPOLITAN LIFE INS CO (COBR		00143	23.91				23.91
	Section 18 Fund		00143	3,520.05	774.59-			4,294.64
10346	AFLAC	800 9923522	00144	767.52				767.52
39441	LIBERTY NATIONAL LIFE	251 9285157	00144	288.76				288.76
40624	UNITED WAY OF BALDWIN CNTY **		00144	4.00				4.00
186456	BALDWIN CNTY COMMISSION - HEAL		00144	475.00				475.00
191391	METROPOLITAN LIFE INSURANCE CO		00144	73.71				73.71
191521	METROPOLITAN LIFE INSURANCE CO		00144	252.36				252.36
191522	METROPOLITAN LIFE INSURANCE (S		00144	77.40				77.40
191523	METROPOLITAN LIFE INSURANCE (L		00144	96.82				96.82
191524	METROPOLITAN LIFE INSURANCE CO		00144	139.38				139.38
	Parks Fund		00144	2,174.95				2,174.95
10346	AFLAC	800 9923522	00146	119.48				119.48
191391	METROPOLITAN LIFE INSURANCE CO		00146	9.42				9.42
191521	METROPOLITAN LIFE INSURANCE CO		00146	11.60				11.60
191522	METROPOLITAN LIFE INSURANCE (S		00146	11.24				11.24
191523	METROPOLITAN LIFE INSURANCE (L		00146	16.17				16.17
	Eastern Shore Metro Planning O		00146	167.91				167.91
10346	AFLAC	800 9923522	00510	2,199.94				2,199.94
39441	LIBERTY NATIONAL LIFE	251 9285157	00510	581.98				581.98
40624	UNITED WAY OF BALDWIN CNTY **		00510	10.00				10.00
64266	CORRECTIONAL PEACE OFFICERS FO	16 9280071FAX	00510	10.00				10.00
191391	METROPOLITAN LIFE INSURANCE CO		00510	177.33				177.33
191521	METROPOLITAN LIFE INSURANCE CO		00510	589.10				589.10
191522	METROPOLITAN LIFE INSURANCE (S		00510	217.48				217.48
191523	METROPOLITAN LIFE INSURANCE (L		00510	272.24				272.24
191524	METROPOLITAN LIFE INSURANCE CO		00510	235.98				235.98
	Solid Waste Fund		00510	4,294.05				4,294.05
10346	AFLAC	800 9923522	00511	3,766.67	98.94-			3,865.61
39441	LIBERTY NATIONAL LIFE	251 9285157	00511	584.07				584.07
40624	UNITED WAY OF BALDWIN CNTY **		00511	16.00				16.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
180373	BALDWIN CNTY COMMISSION - DENT		00511	34.00		34.00
186456	BALDWIN CNTY COMMISSION - HEAL		00511	666.00		666.00
191391	METROPOLITAN LIFE INSURANCE CO		00511	306.15		306.15
191521	METROPOLITAN LIFE INSURANCE CO		00511	750.94		750.94
191522	METROPOLITAN LIFE INSURANCE (S		00511	237.30		237.30
191523	METROPOLITAN LIFE INSURANCE (L		00511	403.94		403.94
191524	METROPOLITAN LIFE INSURANCE CO		00511	575.92		575.92
	Solid Waste Collection Fund		00511	7,340.99	98.94-	7,439.93
180373	BALDWIN CNTY COMMISSION - DENT		00790	1,003.00		1,003.00
186456	BALDWIN CNTY COMMISSION - HEAL		00790	6,564.00		6,564.00
	Self Insurance Trust		00790	7,567.00		7,567.00
Grand Total(s)			00790	84,538.94	1,731.21-	86,270.15

..... Document				Date	Co.	Name	Address Number	Amounts								Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type			
G/L Bank Account	00018481					Cash	Batch Number	2852752	Type	M	Date	9/9/2020	User ID	DGBRYARS		
PN	9205395			9/15/2020	00001	IRS-TAX PAYMENT	54188	3,442.61-						D		
T7	524210	00001	001	9/15/2020		09092014213610	636001408 Payroll Taxes									
						Cash	00018481						3,442.61-	AA		
PN	9205395			9/15/2020	00001	IRS-TAX PAYMENT	54188	5,614.10-						D		
T7	524211	00001	001	9/15/2020		09092014213611	636001408 Payroll Taxes									
						Cash	00018481						5,614.10-	AA		
Totals for Bank Account								9,056.71-					9,056.71-			
Totals for Batch								9,056.71-					9,056.71-			
User Total								9,056.71-					9,056.71-			
Grand Total								9,056.71-					9,056.71-			

Document				Date	Co.	Name	Address Number	Amounts				G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken				Distribution					
G/L Bank Account 00018481						Cash	Batch Number 2852762	Type	M	Date	9/10/2020	User ID	DGBRYARS				
PN	9205396			9/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	997.50-								D	
T7	524223	00001	001	9/15/2020		0909201421368	RSA MONTHLY PR SEPT 2020										
						Cash	00018481					997.50-	AA				
PN	9205396			9/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	1,012.66-								D	
T7	524224	00001	001	9/15/2020		0909201421369	RSA MONTHLY PR SEPT 2020										
						Cash	00018481					1,012.66-	AA				
PN	9205396			9/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.01								D	
PD	524277	00001	001	9/10/2020		09/10/2020	ADJUSTMENT										
						Cash	00018481					.01	AA				
Totals for Bank Account								2,010.15-				2,010.15-					
Totals for Batch								2,010.15-				2,010.15-					
User Total								2,010.15-				2,010.15-					
Grand Total								2,010.15-				2,010.15-					

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Baldwin County Commission
Manual Payment Journal

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..... Document				Date	Co.	Name	Address Number Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		G/L Distribution		User ID					
G/L Bank Account	00018481					Cash	Batch Number	2852764	Type	M	Date	9/10/2020	User ID			DGBRYARS	
PN	9205397			9/10/2020	00001	JUDICIAL RETIREMENT FUND	36240	907.68-								D	
T7	524219	00001	001	9/15/2020		0909201421364	JRF SEPT 2020										
						Cash	00018481					907.68-	AA				
Totals for Bank Account								907.68-				907.68-					
Totals for Batch								907.68-				907.68-					
User Total								907.68-				907.68-					
Grand Total								907.68-				907.68-					

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		351.00-	AA				
PN	9205399			9/10/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,565.60-				D		
PV	524280	00790	002	9/10/2020		42257 998 9042020	BCSO WEEKLY CLAIMS 8/31-9/4/20							
						Cash	00018481		1,565.60-	AA				
PN	9205399			9/10/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	229.99-				D		
PV	524280	00790	003	9/10/2020		42257 998 9042020	BCSO WEEKLY CLAIMS 8/31-9/4/20							
						Cash	00018481		229.99-	AA				
PN	9205399			9/10/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	13,838.10-				D		
PV	524280	00790	004	9/10/2020		42257 998 9042020	BCSO WEEKLY CLAIMS 8/31-9/4/20							
						Cash	00018481		13,838.10-	AA				
PN	9205399			9/10/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,660.46-				D		
PV	524280	00790	005	9/10/2020		42257 998 9042020	BCSO WEEKLY CLAIMS 8/31-9/4/20							
						Cash	00018481		2,660.46-	AA				
PN	9205399			9/10/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	33.49-				D		
PV	524280	00790	006	9/10/2020		42257 998 9042020	BCSO WEEKLY CLAIMS 8/31-9/4/20							
						Cash	00018481		33.49-	AA				
Totals for Bank Account								98,711.84-	80,033.20-					
Totals for Batch								98,711.84-	80,033.20-					
User Total								98,711.84-	80,033.20-					
Grand Total								98,711.84-	80,033.20-					

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
14397	AT&T MOBILITY (WIRELESS) **		00001	155.72				155.72
19031	ROBERTSDALE, CITY OF (UTILITIE		00001	36,020.73				36,020.73
27007	CENTURYLINK (GULFTEL) **		00001	84.81				84.81
51003	RIVIERA UTILITIES		00001	9,871.11				9,871.11
54017	AT&T (BELLSOUTH)*		00001	2,362.84				2,362.84
63589	AT&T (BELLSOUTH)**		00001	57.40				57.40
186412	AL STATE DEPT OF FINANCE-CRAFT		00001	1,441.00				1,441.00
	General Fund		00001	49,993.61				49,993.61
14397	AT&T MOBILITY (WIRELESS) **		00105	77.60				77.60
	Juvenile Detention Fac Fund		00105	77.60				77.60
14005	BALDWIN EMC	251 9890118	00109	1,857.00				1,857.00
	Animal Shelter		00109	1,857.00				1,857.00
14005	BALDWIN EMC	251 9890118	00111	352.00				352.00
14397	AT&T MOBILITY (WIRELESS) **		00111	95.46				95.46
51003	RIVIERA UTILITIES		00111	2,210.41				2,210.41
54017	AT&T (BELLSOUTH)*		00111	812.98				812.98
	7 Cent Gasoline Tax Fund		00111	3,470.85				3,470.85
19003	NORTH BALDWIN UTILITIES		00140	17.68				17.68
54017	AT&T (BELLSOUTH)*		00140	260.49				260.49
	Council on Aging Fund		00140	278.17				278.17
19031	ROBERTSDALE, CITY OF (UTILITIE		00143	1,131.00				1,131.00
51003	RIVIERA UTILITIES		00143	58.00				58.00
	Section 18 Fund		00143	1,189.00				1,189.00
14005	BALDWIN EMC	251 9890118	00144	111.00				111.00
19003	NORTH BALDWIN UTILITIES		00144	111.20				111.20
48197	PERDIDO BAY WATER, SEWER, FIRE	251 9875816	00144	18.72				18.72
51003	RIVIERA UTILITIES		00144	49.80				49.80
63589	AT&T (BELLSOUTH)**		00144	411.97				411.97
	Parks Fund		00144	702.69				702.69
14005	BALDWIN EMC	251 9890118	00510	5,418.00				5,418.00
	Solid Waste Fund		00510	5,418.00				5,418.00
192655	HATCHER, CINDY H (R)		00511	827.75				827.75
192656	AULD, HEATHER (R)		00511	83.00				83.00
192657	ESKRIDGE, JOHN (R)		00511	80.00				80.00
192658	REAGAN, KATY & MIKE (R)		00511	122.00				122.00
	Solid Waste Collection Fund		00511	1,112.75				1,112.75
19031	ROBERTSDALE, CITY OF (UTILITIE		00708	1,236.27				1,236.27
	Community Corrections		00708	1,236.27				1,236.27
128434	PRESCOTT, TYLER MONTANA JUL	334 456-9822	00725	137.11	137.11			
130681	PRESCOTT, JEAN MARC	334 830-0258	00725	563.00	563.00			

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
174019	AUSTILL, JERE III	251 6267972	00725	295.10	295.10	
182254	PRESCOTT, JOHN HANSEL		00725	325.62	325.62	
192243	CHEAP HOME FINDERS, INC		00725	80.60	80.60	
192256	FINLEY PROPERTIES, LLC		00725	445.81	445.81	
	Land Redemption Fund		00725	1,847.24	1,847.24	
152240	VERIZON WIRELESS **		00740	442.51		442.51
	Law Library Fund		00740	442.51		442.51
43012	OFFICE OF PROSECUTION SERVICES		00760	443.71		443.71
	District Attorney Fund		00760	443.71		443.71
19031	ROBERTSDALE, CITY OF (UTILITIE		00790	191.00		191.00
	Self Insurance Trust		00790	191.00		191.00
Grand Total(s)			00790	68,260.40	1,847.24	66,413.16

..... Supplier .....			..... Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	100.00	100.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	125.00	125.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	272.00	272.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	5,724.00	5,724.00		
	General Fund		00001	6,221.00	6,221.00		
Grand Total(s)			00001	6,221.00	6,221.00		

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken									
	G/L Bank Account	00018481				Cash	Batch Number	2852856	Type	M	Date	9/21/2020	User ID			DGBRYARS	
PN	9205401			9/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				218,753.84-					D	
PV	524765	00001	001	9/15/2020		09152020	PAYROLL; 09/18/2020										
						Cash	00018481					218,753.84-	AA				
PN	9205401			9/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				109,766.62-					D	
PV	524765	00001	002	9/15/2020		09152020	PAYROLL; 09/18/2020										
						Cash	00018481					109,766.62-	AA				
PN	9205401			9/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				9,340.94-					D	
PV	524765	00001	003	9/15/2020		09152020	PAYROLL; 09/18/2020										
						Cash	00018481					9,340.94-	AA				
PN	9205401			9/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				263,703.68-					D	
PV	524765	00001	004	9/15/2020		09152020	PAYROLL; 09/18/2020										
						Cash	00018481					263,703.68-	AA				
PN	9205401			9/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				145,821.75-					D	
PV	524765	00001	005	9/15/2020		09152020	PAYROLL; 09/18/2020										
						Cash	00018481					145,821.75-	AA				
PN	9205401			9/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				12,015.81-					D	
PV	524765	00001	006	9/15/2020		09152020	PAYROLL; 09/18/2020										
						Cash	00018481					12,015.81-	AA				
Totals for Bank Account								759,402.64-				759,402.64-					
Totals for Batch								759,402.64-				759,402.64-					
User Total								759,402.64-				759,402.64-					

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..... Document				Date	Co.	Name	Address Number	Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Grand Total								759,402.64-	759,402.64-						

Document				Date	Co.	Name	Address Number		Amounts				G/L		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Invoice Number	Remark	Account Number	Payment Amount				G/L							
						Account Description			Discount Taken				Distribution							
G/L Bank Account						00018481	Cash	Batch Number		2852846		Type	M	Date	9/15/2020		User ID	DGBRYARS		
PN	9205400			9/18/2020	00001	IRS-TAX PAYMENT		54188	31,385.30-										D	
T7	524470	00001	001	9/18/2020		091420162934106		636001408	Payroll Taxes											
						Cash		00018481								31,385.30-	AA			
PN	9205400			9/18/2020	00001	IRS-TAX PAYMENT		54188	59,404.98-										D	
T7	524471	00001	001	9/18/2020		091420162934107		636001408	Payroll Taxes											
						Cash		00018481								59,404.98-	AA			
PN	9205400			9/18/2020	00103	IRS-TAX PAYMENT		54188	117.33-										D	
T7	524472	00103	001	9/18/2020		091420162934108		636001408	Payroll Taxes											
						Cash		00018481								117.33-	AA			
PN	9205400			9/18/2020	00103	IRS-TAX PAYMENT		54188	201.76-										D	
T7	524473	00103	001	9/18/2020		091420162934109		636001408	Payroll Taxes											
						Cash		00018481								201.76-	AA			
PN	9205400			9/18/2020	00104	IRS-TAX PAYMENT		54188	315.37-										D	
T7	524475	00104	001	9/18/2020		091420162934110		636001408	Payroll Taxes											
						Cash		00018481								315.37-	AA			
PN	9205400			9/18/2020	00104	IRS-TAX PAYMENT		54188	639.42-										D	
T7	524476	00104	001	9/18/2020		091420162934111		636001408	Payroll Taxes											
						Cash		00018481								639.42-	AA			
PN	9205400			9/18/2020	00105	IRS-TAX PAYMENT		54188	1,882.36-										D	
T7	524477	00105	001	9/18/2020		091420162934112		636001408	Payroll Taxes											
						Cash		00018481								1,882.36-	AA			
PN	9205400			9/18/2020	00105	IRS-TAX PAYMENT		54188	4,166.44-										D	
T7	524478	00105	001	9/18/2020		091420162934113		636001408	Payroll Taxes											

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Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		4,166.44-	AA				
PN	9205400			9/18/2020	00106	IRS-TAX PAYMENT	54188	158.80-					D	
T7	524479	00106	001	9/18/2020		091420162934114	636001408 Payroll Taxes							
						Cash	00018481		158.80-	AA				
PN	9205400			9/18/2020	00106	IRS-TAX PAYMENT	54188	797.52-					D	
T7	524480	00106	001	9/18/2020		091420162934115	636001408 Payroll Taxes							
						Cash	00018481		797.52-	AA				
PN	9205400			9/18/2020	00109	IRS-TAX PAYMENT	54188	905.91-					D	
T7	524481	00109	001	9/18/2020		091420162934116	636001408 Payroll Taxes							
						Cash	00018481		905.91-	AA				
PN	9205400			9/18/2020	00109	IRS-TAX PAYMENT	54188	2,230.10-					D	
T7	524482	00109	001	9/18/2020		091420162934117	636001408 Payroll Taxes							
						Cash	00018481		2,230.10-	AA				
PN	9205400			9/18/2020	00111	IRS-TAX PAYMENT	54188	16,871.35-					D	
T7	524483	00111	001	9/18/2020		091420162934118	636001408 Payroll Taxes							
						Cash	00018481		16,871.35-	AA				
PN	9205400			9/18/2020	00111	IRS-TAX PAYMENT	54188	34,929.48-					D	
T7	524484	00111	001	9/18/2020		091420162934119	636001408 Payroll Taxes							
						Cash	00018481		34,929.48-	AA				
PN	9205400			9/18/2020	00120	IRS-TAX PAYMENT	54188	5,005.51-					D	
T7	524486	00120	001	9/18/2020		091420162934120	636001408 Payroll Taxes							
						Cash	00018481		5,005.51-	AA				
PN	9205400			9/18/2020	00120	IRS-TAX PAYMENT	54188	10,572.52-					D	
T7	524487	00120	001	9/18/2020		091420162934121	636001408 Payroll Taxes							

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		10,572.52-	AA				
PN	9205400			9/18/2020	00140	IRS-TAX PAYMENT	54188	810.58-					D	
T7	524488	00140	001	9/18/2020		091420162934122	636001408 Payroll Taxes							
						Cash	00018481		810.58-	AA				
PN	9205400			9/18/2020	00140	IRS-TAX PAYMENT	54188	1,863.84-					D	
T7	524489	00140	001	9/18/2020		091420162934123	636001408 Payroll Taxes							
						Cash	00018481		1,863.84-	AA				
PN	9205400			9/18/2020	00143	IRS-TAX PAYMENT	54188	2,679.21-					D	
T7	524490	00143	001	9/18/2020		091420162934124	636001408 Payroll Taxes							
						Cash	00018481		2,679.21-	AA				
PN	9205400			9/18/2020	00143	IRS-TAX PAYMENT	54188	6,739.08-					D	
T7	524491	00143	001	9/18/2020		091420162934125	636001408 Payroll Taxes							
						Cash	00018481		6,739.08-	AA				
PN	9205400			9/18/2020	00144	IRS-TAX PAYMENT	54188	1,326.38-					D	
T7	524492	00144	001	9/18/2020		091420162934126	636001408 Payroll Taxes							
						Cash	00018481		1,326.38-	AA				
PN	9205400			9/18/2020	00144	IRS-TAX PAYMENT	54188	3,525.28-					D	
T7	524493	00144	001	9/18/2020		091420162934127	636001408 Payroll Taxes							
						Cash	00018481		3,525.28-	AA				
PN	9205400			9/18/2020	00146	IRS-TAX PAYMENT	54188	280.31-					D	
T7	524494	00146	001	9/18/2020		091420162934128	636001408 Payroll Taxes							
						Cash	00018481		280.31-	AA				
PN	9205400			9/18/2020	00146	IRS-TAX PAYMENT	54188	481.36-					D	
T7	524495	00146	001	9/18/2020		091420162934129	636001408 Payroll Taxes							

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..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		481.36-	AA				
PN	9205400			9/18/2020	00510	IRS-TAX PAYMENT	54188	6,075.10-					D	
T7	524497	00510	001	9/18/2020		091420162934130	636001408 Payroll Taxes							
						Cash	00018481		6,075.10-	AA				
PN	9205400			9/18/2020	00510	IRS-TAX PAYMENT	54188	11,113.72-					D	
T7	524498	00510	001	9/18/2020		091420162934131	636001408 Payroll Taxes							
						Cash	00018481		11,113.72-	AA				
PN	9205400			9/18/2020	00511	IRS-TAX PAYMENT	54188	6,357.52-					D	
T7	524499	00511	001	9/18/2020		091420162934132	636001408 Payroll Taxes							
						Cash	00018481		6,357.52-	AA				
PN	9205400			9/18/2020	00511	IRS-TAX PAYMENT	54188	14,958.26-					D	
T7	524500	00511	001	9/18/2020		091420162934133	636001408 Payroll Taxes							
						Cash	00018481		14,958.26-	AA				
PN	9205400			9/18/2020	00740	IRS-TAX PAYMENT	54188	48.58-					D	
T7	524501	00740	001	9/18/2020		091420162934134	636001408 Payroll Taxes							
						Cash	00018481		48.58-	AA				
PN	9205400			9/18/2020	00740	IRS-TAX PAYMENT	54188	156.06-					D	
T7	524502	00740	001	9/18/2020		091420162934135	636001408 Payroll Taxes							
						Cash	00018481		156.06-	AA				
Totals for Bank Account								225,999.43-	225,999.43-					
Totals for Batch								225,999.43-	225,999.43-					
User Total								225,999.43-	225,999.43-					

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..... Document				Date	Co.	Name	Address Number Amounts								
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
Ty Voucher Co. Item				Voucher		Account Description	Account Number	Discount Taken	Distribution							
Grand Total								225,999.43-	225,999.43-							

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount	Discount Taken					
G/L Bank Account 00018481						Cash	Batch Number	2852865	Type	M	Date	9/21/2020	User ID	DGBRYARS
PN	9205405			9/18/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889					1,200.00-		D
T7	524529	00001	001	9/18/2020		09142016293416	RSA1 BW AP PR 09182020							
						Cash	00018481					1,200.00-	AA	
PN	9205405			9/18/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889					20.00-		D
T7	524540	00105	001	9/18/2020		09142016293417	RSA1 BW AP PR 09182020							
						Cash	00018481					20.00-	AA	
PN	9205405			9/18/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889					90.00-		D
T7	524551	00120	001	9/18/2020		09142016293418	RSA1 BW AP PR 09182020							
						Cash	00018481					90.00-	AA	
PN	9205405			9/18/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889					215.00-		D
T7	524562	00140	001	9/18/2020		09142016293419	RSA1 BW AP PR 09182020							
						Cash	00018481					215.00-	AA	
PN	9205405			9/18/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889					25.00-		D
T7	524574	00143	001	9/18/2020		09142016293420	RSA1 BW AP PR 09182020							
						Cash	00018481					25.00-	AA	
PN	9205405			9/18/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889					25.00-		D
T7	524586	00146	001	9/18/2020		09142016293421	RSA1 BW AP PR 09182020							
						Cash	00018481					25.00-	AA	
PN	9205405			9/18/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889					10.00-		D
T7	524597	00510	001	9/18/2020		09142016293422	RSA1 BW AP PR 09182020							
						Cash	00018481					10.00-	AA	
PN	9205405			9/18/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889					50.00-		D
T7	524608	00511	001	9/18/2020		09142016293423	RSA1 BW AP PR 09182020							

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..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		50.00-	AA				
						Totals for Bank Account		1,635.00-	1,635.00-					
						Totals for Batch		1,635.00-	1,635.00-					
						User Total		1,635.00-	1,635.00-					
						Grand Total		1,635.00-	1,635.00-					

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number 2852857	Type	M	Date	9/21/2020	User ID	189171	
PN	9205402			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	551.60-					D	
PV	524763	00790	001	9/21/2020		42257 998 9112020	BCSO WEEKLY CLAIMS 9/7-9/20/20							
						Cash	00018481					551.60-	AA	
PN	9205402			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	531.80-					D	
PV	524763	00790	002	9/21/2020		42257 998 9112020	BCSO WEEKLY CLAIMS 9/7-9/20/20							
						Cash	00018481					531.80-	AA	
PN	9205402			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	130.01-					D	
PV	524763	00790	003	9/21/2020		42257 998 9112020	BCSO WEEKLY CLAIMS 9/7-9/20/20							
						Cash	00018481					130.01-	AA	
PN	9205402			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	18,043.05-					D	
PV	524763	00790	004	9/21/2020		42257 998 9112020	BCSO WEEKLY CLAIMS 9/7-9/20/20							
						Cash	00018481					18,043.05-	AA	
PN	9205402			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	5,804.00-					D	
PV	524763	00790	005	9/21/2020		42257 998 9112020	BCSO WEEKLY CLAIMS 9/7-9/20/20							
						Cash	00018481					5,804.00-	AA	
PN	9205402			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	21.54-					D	
PV	524763	00790	006	9/21/2020		42257 998 9112020	BCSO WEEKLY CLAIMS 9/7-9/20/20							
						Cash	00018481					21.54-	AA	
PN	9205403			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	515.20-					D	
PV	524764	00790	001	9/21/2020		42257 999 9112020	BCC WEEKLY CLAIMS 9/7-9/11/20							
						Cash	00018481					515.20-	AA	
PN	9205403			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,854.70-					D	
PV	524764	00790	002	9/21/2020		42257 999 9112020	BCC WEEKLY CLAIMS 9/7-9/11/20							

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		1,854.70-	AA				
PN	9205403			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	207.03-				D		
PV	524764	00790	003	9/21/2020		42257 999 9112020	BCC WEEKLY CLAIMS 9/7-9/11/20							
						Cash	00018481		207.03-	AA				
PN	9205403			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	309.23-				D		
PV	524764	00790	004	9/21/2020		42257 999 9112020	BCC WEEKLY CLAIMS 9/7-9/11/20							
						Cash	00018481		309.23-	AA				
PN	9205403			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	99,023.05-				D		
PV	524764	00790	005	9/21/2020		42257 999 9112020	BCC WEEKLY CLAIMS 9/7-9/11/20							
						Cash	00018481		99,023.05-	AA				
PN	9205403			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,022.04-				D		
PV	524764	00790	006	9/21/2020		42257 999 9112020	BCC WEEKLY CLAIMS 9/7-9/11/20							
						Cash	00018481		2,022.04-	AA				
PN	9205403			9/21/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	76.81-				D		
PV	524764	00790	007	9/21/2020		42257 999 9112020	BCC WEEKLY CLAIMS 9/7-9/11/20							
						Cash	00018481		76.81-	AA				
Totals for Bank Account								129,090.06-	25,082.00-					
Totals for Batch								129,090.06-	25,082.00-					
User Total								129,090.06-	25,082.00-					
Grand Total								129,090.06-	25,082.00-					

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Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		14,618.77-	AA				
PN	9205404			9/21/2020	00103	RETIREMENT SYSTEMS OF AL	51059	179.90-					D	
T7	524683	00103	001	9/18/2020		09142016293481	RSA AP PR 09182020							
						Cash	00018481		179.90-	AA				
PN	9205404			9/21/2020	00104	RETIREMENT SYSTEMS OF AL	51059	169.58-					D	
T7	524684	00104	001	9/18/2020		09142016293482	RSA AP PR 09182020							
						Cash	00018481		169.58-	AA				
PN	9205404			9/21/2020	00104	RETIREMENT SYSTEMS OF AL	51059	369.74-					D	
T7	524685	00104	001	9/18/2020		09142016293483	RSA AP PR 09182020							
						Cash	00018481		369.74-	AA				
PN	9205404			9/21/2020	00105	RETIREMENT SYSTEMS OF AL	51059	2,911.59-					D	
T7	524686	00105	001	9/18/2020		09142016293484	RSA AP PR 09182020							
						Cash	00018481		2,911.59-	AA				
PN	9205404			9/21/2020	00105	RETIREMENT SYSTEMS OF AL	51059	941.98-					D	
T7	524687	00105	001	9/18/2020		09142016293485	RSA AP PR 09182020							
						Cash	00018481		941.98-	AA				
PN	9205404			9/21/2020	00106	RETIREMENT SYSTEMS OF AL	51059	367.03-					D	
T7	524688	00106	001	9/18/2020		09142016293486	RSA AP PR 09182020							
						Cash	00018481		367.03-	AA				
PN	9205404			9/21/2020	00106	RETIREMENT SYSTEMS OF AL	51059	351.75-					D	
T7	524689	00106	001	9/18/2020		09142016293487	RSA AP PR 09182020							
						Cash	00018481		351.75-	AA				
PN	9205404			9/21/2020	00109	RETIREMENT SYSTEMS OF AL	51059	378.22-					D	
T7	524690	00109	001	9/18/2020		09142016293488	RSA AP PR 09182020							

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		378.22-	AA				
PN	9205404			9/21/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,413.70-					D	
T7	524691	00109	001	9/18/2020		09142016293489	RSA AP PR 09182020							
						Cash	00018481		1,413.70-	AA				
PN	9205404			9/21/2020	00111	RETIREMENT SYSTEMS OF AL	51059	19,215.71-					D	
T7	524693	00111	001	9/18/2020		09142016293490	RSA AP PR 09182020							
						Cash	00018481		19,215.71-	AA				
PN	9205404			9/21/2020	00111	RETIREMENT SYSTEMS OF AL	51059	11,002.63-					D	
T7	524694	00111	001	9/18/2020		09142016293491	RSA AP PR 09182020							
						Cash	00018481		11,002.63-	AA				
PN	9205404			9/21/2020	00120	RETIREMENT SYSTEMS OF AL	51059	6,633.38-					D	
T7	524695	00120	001	9/18/2020		09142016293492	RSA AP PR 09182020							
						Cash	00018481		6,633.38-	AA				
PN	9205404			9/21/2020	00120	RETIREMENT SYSTEMS OF AL	51059	2,787.84-					D	
T7	524696	00120	001	9/18/2020		09142016293493	RSA AP PR 09182020							
						Cash	00018481		2,787.84-	AA				
PN	9205404			9/21/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,518.11-					D	
T7	524697	00140	001	9/18/2020		09142016293494	RSA AP PR 09182020							
						Cash	00018481		1,518.11-	AA				
PN	9205404			9/21/2020	00140	RETIREMENT SYSTEMS OF AL	51059	204.61-					D	
T7	524698	00140	001	9/18/2020		09142016293495	RSA AP PR 09182020							
						Cash	00018481		204.61-	AA				
PN	9205404			9/21/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,159.69-					D	
T7	524699	00143	001	9/18/2020		09142016293496	RSA AP PR 09182020							

..... Document				Date	Co.	Name	Address Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		3,159.69-	AA				
PN	9205404			9/21/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,448.48-					D	
T7	524700	00143	001	9/18/2020		09142016293497	RSA AP PR 09182020							
						Cash	00018481		2,448.48-	AA				
PN	9205404			9/21/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,740.96-					D	
T7	524701	00144	001	9/18/2020		09142016293498	RSA AP PR 09182020							
						Cash	00018481		1,740.96-	AA				
PN	9205404			9/21/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,337.09-					D	
T7	524702	00144	001	9/18/2020		09142016293499	RSA AP PR 09182020							
						Cash	00018481		1,337.09-	AA				
PN	9205404			9/21/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.27					D	
PD	524779	00001	001	9/21/2020		09182020	ADJUSTMENT							
						Cash	00018481		.27	AA				
PN	9205404			9/21/2020	00111	RETIREMENT SYSTEMS OF AL	51059	30.56					D	
PD	524780	00111	001	9/21/2020		091820	EMPLOYEE ADJ							
						Cash	00018481		30.56	AA				
PN	9205404			9/21/2020	00111	RETIREMENT SYSTEMS OF AL	51059	27.03					D	
PD	524780	00111	002	9/21/2020		091820	EMPLOYEE ADJ							
						Cash	00018481		27.03	AA				
Totals for Bank Account								131,750.24-	131,750.24-					
Totals for Batch								131,750.24-	131,750.24-					
User Total								131,750.24-	131,750.24-					

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..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
Grand Total								131,750.24-	131,750.24-					

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,517.14			4,517.14
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,427.25			3,427.25
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85			577.85
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00			50.00
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,425.00			4,425.00
184047	O'BRIEN, DANIEL		00001	368.30			368.30
186456	BALDWIN CNTY COMMISSION - HEAL		00001	22,673.00			22,673.00
188062	BALDWIN CNTY COMMISSION - BOOT		00001	7.50			7.50
	General Fund		00001	36,046.04			36,046.04
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00			30.00
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00			34.00
186456	BALDWIN CNTY COMMISSION - HEAL		00103	191.00			191.00
	County Transportation Fund		00103	255.00			255.00
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00			57.00
186456	BALDWIN CNTY COMMISSION - HEAL		00104	308.00			308.00
	Legislative Del Off Fund		00104	365.00			365.00
717	FLEXIBLE BENEFITS	251 9370264	00105	167.14			167.14
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00			128.00
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	438.46			438.46
148216	FLORIDA, STATE OF DISBURSEMENT		00105	149.89			149.89
180373	BALDWIN CNTY COMMISSION - DENT		00105	383.50			383.50
186456	BALDWIN CNTY COMMISSION - HEAL		00105	2,079.00			2,079.00
	Juvenile Detention Fac Fund		00105	3,345.99			3,345.99
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17			79.17
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00			88.00
184047	O'BRIEN, DANIEL		00106	253.00			253.00
186456	BALDWIN CNTY COMMISSION - HEAL		00106	478.00			478.00
	Baldwin Co Archives Fund		00106	898.17			898.17
717	FLEXIBLE BENEFITS	251 9370264	00109	12.50			12.50
40627	NATIONWIDE RETIREMENT SOLUTION		00109	125.00			125.00
180373	BALDWIN CNTY COMMISSION - DENT		00109	159.50			159.50
186456	BALDWIN CNTY COMMISSION - HEAL		00109	754.00			754.00
	Animal Shelter		00109	1,051.00			1,051.00
717	FLEXIBLE BENEFITS	251 9370264	00111	1,909.09			1,909.09
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,920.00			4,920.00
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	772.78			772.78
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,865.50			2,865.50
186456	BALDWIN CNTY COMMISSION - HEAL		00111	16,406.00			16,406.00
188062	BALDWIN CNTY COMMISSION - BOOT		00111	45.00			45.00
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84			193.84

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	7 Cent Gasoline Tax Fund		00111	27,112.21			27,112.21
717	FLEXIBLE BENEFITS	251 9370264	00120	896.68			896.68
40627	NATIONWIDE RETIREMENT SOLUTION		00120	930.00			930.00
180373	BALDWIN CNTY COMMISSION - DENT		00120	792.50			792.50
184047	O'BRIEN, DANIEL		00120	337.84			337.84
186456	BALDWIN CNTY COMMISSION - HEAL		00120	3,898.00			3,898.00
	Reappraisal Fund		00120	6,855.02			6,855.02
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60			214.60
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00			244.00
186456	BALDWIN CNTY COMMISSION - HEAL		00140	1,248.00			1,248.00
	Council on Aging Fund		00140	1,706.60			1,706.60
717	FLEXIBLE BENEFITS	251 9370264	00143	543.79			543.79
40627	NATIONWIDE RETIREMENT SOLUTION		00143	160.00			160.00
180373	BALDWIN CNTY COMMISSION - DENT		00143	726.50			726.50
186456	BALDWIN CNTY COMMISSION - HEAL		00143	1,943.00			1,943.00
188062	BALDWIN CNTY COMMISSION - BOOT		00143	10.00			10.00
	Section 18 Fund		00143	3,383.29			3,383.29
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84			20.84
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00			135.00
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92			222.92
180373	BALDWIN CNTY COMMISSION - DENT		00144	301.50			301.50
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,761.00			1,761.00
188062	BALDWIN CNTY COMMISSION - BOOT		00144	80.00			80.00
	Parks Fund		00144	2,521.26			2,521.26
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34			83.34
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00			68.00
186456	BALDWIN CNTY COMMISSION - HEAL		00146	382.00			382.00
	Eastern Shore Metro Planning O		00146	533.34			533.34
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64			775.64
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50			169.50
180373	BALDWIN CNTY COMMISSION - DENT		00510	643.00			643.00
184047	O'BRIEN, DANIEL		00510	252.00			252.00
186456	BALDWIN CNTY COMMISSION - HEAL		00510	3,216.00			3,216.00
188062	BALDWIN CNTY COMMISSION - BOOT		00510	50.00			50.00
	Solid Waste Fund		00510	5,106.14			5,106.14
717	FLEXIBLE BENEFITS	251 9370264	00511	833.79			833.79
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00			305.00
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00			696.00
112221	WISE, JODY L CIRCUIT CLERK		00511	219.54			219.54
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,336.50			1,336.50

..... Supplier .....			..... Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
186456	BALDWIN CNTY COMMISSION - HEAL		00511	6,865.00			6,865.00
	Solid Waste Collection Fund		00511	10,255.83			10,255.83
Grand Total(s)			00511	99,434.89			99,434.89

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Manual Payment Journal

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..... Document				Date	Co.	Name	Address Number Amounts								Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution		LT	PC	PI	Subledger /Type		
G/L Bank Account	00033079					Cash	Batch Number	2852871	Type	M	Date	9/22/2020	User ID	RBENSON		
PN	9205406			9/22/2020	00511	RYNO CONSULTING LLC	182668	774.30-						D		
PV	524821	00511	001	9/22/2020		7046	MONTHLY PAY FLOW FEE									
						Cash	00033079						774.30-	AA		
Totals for Bank Account								774.30-					774.30-			
Totals for Batch								774.30-					774.30-			
User Total								774.30-					774.30-			
Grand Total								774.30-					774.30-			

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
51029	ROBERTSON INSURANCE AGENCY INC	9282163	00510	27,253.66			27,253.66
	Solid Waste Fund		00510	27,253.66			27,253.66
	Grand Total(s)		00510	27,253.66			27,253.66

Document Payment				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount	Discount Taken					
G/L Bank Account 00018481						Cash	Batch Number 2852887	Type M	Date 9/23/2020	User ID		RBENSON		
PN	9205408			9/23/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10		19,122.44-				D	
PV	524961	00001	001	9/23/2020		9232020	MONTH END P/R A/P SEPT FOR OCT							
						Cash	00018481			19,122.44-		AA		
PN	9205408			9/23/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10		9,642.03-				D	
PV	524961	00001	002	9/23/2020		9232020	MONTH END P/R A/P SEPT FOR OCT							
						Cash	00018481			9,642.03-		AA		
PN	9205408			9/23/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10		906.04-				D	
PV	524961	00001	003	9/23/2020		9232020	MONTH END P/R A/P SEPT FOR OCT							
						Cash	00018481			906.04-		AA		
Totals for Bank Account								29,670.51-		29,670.51-				
Totals for Batch								29,670.51-		29,670.51-				
User Total								29,670.51-		29,670.51-				
Grand Total								29,670.51-		29,670.51-				

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	10,467.06			10,467.06
19049	FOLEY, CITY OF		00001	57.72			57.72
51003	RIVIERA UTILITIES		00001	196.02			196.02
54257	FRONTIER COMMUNICATIONS		00001	66.30			66.30
61111	CENTURYLINK/GULF TELEPHONE CO		00001	2,089.46			2,089.46
63589	AT&T (BELLSOUTH)**		00001	563.32			563.32
145701	SOUTHERN LIGHT LLC / DBA UNITI	251 6621170	00001	18,048.65			18,048.65
152240	VERIZON WIRELESS **		00001	20.04			20.04
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	872.43			872.43
181427	SPEAKSPACE LLC		00001	471.59			471.59
	General Fund		00001	32,852.59			32,852.59
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	139.85			139.85
	Legislative Del Off Fund		00104	139.85			139.85
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94	508.94		
	Animal Shelter		00109	508.94	508.94		
14005	BALDWIN EMC	251 9890118	00111	185.00			185.00
51003	RIVIERA UTILITIES		00111	3,187.02			3,187.02
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90	228.90		
	7 Cent Gasoline Tax Fund		00111	3,600.92	228.90		3,372.02
21127	DISTRICT ATTORNEY'S OFFICE		00120	7,500.00			7,500.00
	Reappraisal Fund		00120	7,500.00			7,500.00
14005	BALDWIN EMC	251 9890118	00140	556.00			556.00
	Council on Aging Fund		00140	556.00			556.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	237.30			237.30
51003	RIVIERA UTILITIES		00143	13.00			13.00
	Section 18 Fund		00143	250.30			250.30
14005	BALDWIN EMC	251 9890118	00144	110.00			110.00
19003	NORTH BALDWIN UTILITIES		00144	13.52			13.52
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45	114.45		
	Parks Fund		00144	237.97	114.45		123.52
191604	JJPR LLC	251 375-1297	00180	1,000.00	1,000.00		
	State Grants		00180	1,000.00	1,000.00		
14005	BALDWIN EMC	251 9890118	00510	440.00			440.00
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00	655.00		
	Solid Waste Fund		00510	1,095.00	655.00		440.00
192706	WASHBURN, JENNIFER (R)		00511	128.00			128.00
	Solid Waste Collection Fund		00511	128.00			128.00
192222	AKMON INVESTMENT		00725	7,321.60			7,321.60
192283	RABY, LONDON M		00725	1,301.33			1,301.33
192294	NORDEN REALTY LLC		00725	479.63			479.63

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	Land Redemption Fund		00725	9,102.56			9,102.56
	Grand Total(s)		00725	56,972.13	2,507.29		54,464.84

Document Payment				Date Payment	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher				Payment Amount	Discount Taken					
G/L Bank Account 00018481						Cash	Batch Number 2852907	Type	M	Date	9/23/2020	User ID	RBENSON	
PN	9205409			9/23/2020	00001	HANCOCK BANK	185975				185.00-		D	
PV	525016	00001	001	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481					185.00-	AA	
PN	9205409			9/23/2020	00001	HANCOCK BANK	185975				225.00		D	
PV	525016	00001	002	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481					225.00	AA	
PN	9205409			9/23/2020	00001	HANCOCK BANK	185975				216.96-		D	
PV	525016	00001	003	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481					216.96-	AA	
PN	9205409			9/23/2020	00001	HANCOCK BANK	185975				216.96-		D	
PV	525016	00001	004	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481					216.96-	AA	
PN	9205409			9/23/2020	00120	HANCOCK BANK	185975				388.13-		D	
PV	525016	00001	005	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481					388.13-	AA	
PN	9205409			9/23/2020	00001	HANCOCK BANK	185975				1,145.00-		D	
PV	525016	00001	006	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481					1,145.00-	AA	
PN	9205409			9/23/2020	00001	HANCOCK BANK	185975				196.00-		D	
PV	525016	00001	007	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481					196.00-	AA	
PN	9205409			9/23/2020	00146	HANCOCK BANK	185975				42.34-		D	
PV	525016	00001	008	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							

..... Document				Date Payment Voucher	Co G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		42.34-	AA				
PN	9205409			9/23/2020	00001	HANCOCK BANK	185975	370.00			D			
PV	525016	00001	009	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481		370.00	AA				
PN	9205409			9/23/2020	00001	HANCOCK BANK	185975	555.00			D			
PV	525016	00001	010	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481		555.00	AA				
PN	9205409			9/23/2020	00120	HANCOCK BANK	185975	388.13-			D			
PV	525016	00001	011	9/23/2020		AUG '20	CREDIT CARD SVCS; AUG 2020							
						Cash	00018481		388.13-	AA				
Totals for Bank Account								1,628.52-	1,628.52-					
Totals for Batch								1,628.52-	1,628.52-					
User Total								1,628.52-	1,628.52-					
Grand Total								1,628.52-	1,628.52-					



Baldwin County Commission

Agenda Action Form

File #: 21-0032, Version: 1

Item #: FA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Amendment of Lillian Recreational Center, Inc. Lease Agreement

STAFF RECOMMENDATION

Discussion Item only at this time. Dr. Melvin Whitehurst will be present during the October 5, 2020, Work Session to discuss the current lease agreement for the Lillian Recreational Park.

This agenda item was tabled by the Commission during the 9/22/2020 Regular Meeting, to the October 6, 2020, Regular Meeting.

Related to the Lease Agreement between the Baldwin County Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility, take the following action:

- 1) Approve the First Amendment to the Lease Agreement, said amendment to be effective October 6, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: 02/05/2019 - Last lease agreement approval.

September 22, 2020, BCC Regular Meeting - This Agenda Item was tabled to the October 6, 2020, BCC Regular meeting to allow for further review of documents.

Background: On February 5, 2019, the Commission approved a Lease Agreement between the Baldwin County Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility. The term of the lease shall begin upon the date of full execution and expire five (5) years thereafter, unless sooner terminated by either party according to the terms contained in the agreement. This agreement shall supersede and make null and void, any previous Lease Agreements between the Baldwin County

Commission and Lillian Recreational Center, Inc., related to the County property known as the Lillian Recreational Center Park in Lillian.

Currently, \$1.00 per year is paid to the County by the Lillian Recreational Center, Inc. and the County pays \$1,200.00 annually to the Lillian Recreational Center, Inc. to off-set miscellaneous repairs to the premises.

At this time, the Commission wishes to take over the maintenance of the premises, including building (s) and grounds, with the Lillian Recreational Center, Inc. still managing the daily operations and events at the park. Amendment to the Lease Agreement is necessary to effect those changes.

General Background Information:

Since the late 1980's, when the County acquired the 6-acre Lillian Recreational Park property located in the unincorporated Lillian community on US Highway 98, the Commission has entered into a series of five-year lease agreements with Lillian Recreational Center, Inc. The property is used as a public park and recreational facility for the Lillian community. The County Parks Division performs grounds maintenance on Center property on a periodic basis, and the County Building Maintenance Department performs facilities/equipment maintenance at the Center on an infrequent basis.

FINANCIAL IMPACT

Total cost of recommendation: TBD - The cost of maintenance and needed repairs at the Lillian Recreational Park to be added to the Parks Department budget, beginning Fiscal Year 2021.

Budget line item(s) to be used: TBD

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

LEGAL IMPACT

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

Reviewed/approved by: Approved by Laura Coker, Stone Crosby 09/08/2020 akc

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 - correspondence to:

Letter via U.S. Regular Mail to:

Reverend Melvin E. Whitehurst, Ph.D., President
Lillian Recreational Center, Inc.
32369 Highway 98
Lillian, Alabama 36549

cc:

Cian Harrison
Eva Cutsinger
Madison Steele
Wayne Dyess
Joey Nunnally
Frank Lundy
Terri Graham

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)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made this 6th day of October, 2020, between the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (the “Lessor”), and LILLIAN RECREATIONAL CENTER INC., an Alabama non-profit corporation (the “Lessee”).

WHEREAS, Lessor and Lessee executed that certain Lease Agreement effective February 12, 2019, for a portion of Lessor’s real property located in Baldwin County, Alabama, to be used by Lessee for the purpose of operating a public park and recreational facility (the “Original Lease”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, Lessor and Lessee desire to amend certain terms of the Original Lease.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Original Lease is hereby amended as follows:

- (1) Subparagraph (E) of Paragraph 4 of the Original Lease (“Covenants of Lessee”) shall be amended to read as follows:

(E) Lessee will bring trash and garbage from the premises to the highway right of way each week on the regular garbage collection day for the premises.

- (2) Subparagraph (H) of Paragraph 4 of the Original Lease (“Covenants of Lessee”), which provided that Lessee shall be responsible for the cost of maintenance of the leased premises, shall be deleted in its entirety.

- (3) Subparagraph (B) of Paragraph 5 of the Original Lease (“Covenants of Lessor”), which required Lessor to pay to Lessee the sum of One Thousand Two Hundred and 00/100 (\$1,200.00) per year, shall be deleted in its entirety and Lessor shall no longer be required to make such payment to Lessee.

- (4) Subparagraph (C) of Paragraph 5 of the Original Lease (“Covenants of Lessor”) shall be amended to read as follows:

(C) Lessor shall be responsible for maintaining the improvements, facilities, and park grounds during the term of this lease.

- (5) Subparagraph (G) of Paragraph 5 of the Original Lease (“Covenants of Lessor”) shall be deleted in its entirety.

(6) Miscellaneous.

a. The remaining terms and conditions of the Original Lease remain in full force and effect.

b. The parties may execute this Amendment individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same amendment.

c. Unless modified herein, all terms and conditions in the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LESSOR:

BALDWIN COUNTY COMMISSION

By: _____
Billie Jo Underwood
Its: Chairman

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 BILLIE JO UNDERWOOD, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

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

Notary Public
My Commission Expires: _____

LESSEE:

LILLIAN RECREATIONAL CENTER, INC.

By: _____

Its: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of LILLIAN RECREATIONAL CENTER, INC., 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 such instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

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

Notary Public
My Commission Expires: _____



COUNTY COMMISSION BALDWIN COUNTY

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

www.baldwincountyal.gov

Anu Gary
Administration/Records Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica Taylor
Assistant Records Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

February 13, 2019

Reverend Melvin E. Whitehurst, Ph.D.
President
Lillian Recreational Center, Inc.
32369 Highway 98
Lillian, Alabama 36549

RE: Lillian Recreational Center, Inc. Lease Agreement

Dear Reverend Whitehurst:

Please find enclosed a **fully executed copy** of the *Lease Agreement* approved during the February 5, 2019, Baldwin County Commission meeting, between the Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility. The term of the *Lease* shall begin upon the date of full execution and expire five (5) years thereafter, unless sooner terminated by either party according to the terms contained in the agreement.

This *Agreement* shall supersede and make null and void, any previous Lease Agreements between the Baldwin County Commission and Lillian Recreational Center, Inc., related to the County property known as the Lillian Recreational Center Park in Lillian.

If you have any questions, or need further assistance, please do not hesitate to contact Ron Cink, Budget Director, at (251) 580-2550.

Sincerely,

ANU GARY, Administration/Records Manager
Baldwin County Commission

AG/met Item BA11

cc: Ron Cink
Kim Creech
Eva Cutsinger

ENCLOSURE

STATE OF ALABAMA)

BALDWIN COUNTY)



**LEASE AGREEMENT REGARDING
LILLIAN RECREATIONAL CENTER, INC.**

WHEREAS, this lease agreement is made and entered into, by and between the **BALDWIN COUNTY COMMISSION**, hereinafter called "LESSOR", and **LILLIAN RECREATIONAL CENTER, INC.**, hereinafter called "LESSEE;" and

WHEREAS, LESSOR owns certain property in and about Lillian, Alabama; and

WHEREAS, LESSEE has asked LESSOR to lease a certain portion of LESSOR'S property, as delineated herein, for the purposes of operating a public park and recreational facility; and

WHEREAS, LESSOR considers such usage to be beneficial to the general upkeep and maintenance of such property; and

WHEREAS, LESSEE has agreed to enter such agreement and to indemnify and hold the LESSOR harmless from liability and loss; now therefore

IN CONSIDERATION of the mutual covenants and agreements herein set forth and the benefits bestowed upon the general public by the operation and maintenance of the property, LESSOR does hereby LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR for the purpose of a public park and recreational facility, the following described property situated in Baldwin County, Alabama, to-wit:

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter, Section 21, Township 7 South, Range 6 East, Baldwin County, Alabama; thence run East for 33.0 feet, thence run North for 40.0 feet to North right of way line of U.S. Highway 98 and the POINT OF BEGINNING, thence run North parallel to West line of said Southwest Quarter for 960.50 feet, thence run East parallel to said North right of way line for 310.0 feet, thence run South parallel to West line of said Southwest Quarter for 700.50 feet, thence run West parallel to said north right of way line for 140.0 feet, thence run South parallel to said West line of the Southwest Quarter for 260.0 feet, thence run West along said North right of way line for 170.0 feet to the POINT OF BEGINNING, containing 6.00 acres, more or less.

; and

1. **TERM**: The term of this lease shall begin upon the date of full execution and expire five (years) thereafter, unless sooner terminated by either party according to the terms contained herein.

2. **CONSIDERATION/PAYMENTS**: The consideration for this lease shall be One Dollar (\$1.00) per year for the five year lease term period and the covenants, agreements and obligations to be performed by the LESSEE. This annual rental payment shall be due in advance of the leased term and the 1st day of each succeeding year in this lease term. All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Accounting Department, 312 Courthouse Square, Suite 11, Bay Minette, Alabama 36507.

3. **USAGE**: For and during the term of this lease, LESSEE agrees to use the property for a public park and recreational facility only.

4. **COVENANTS OF LESSEE**: The LESSEE does hereby covenant with the LESSOR to perform the following:

(A) LESSEE designates Mr. Melvin E. Whitehurst, Ph.D. who shall serve as the sole designee for and on behalf of LESSEE to coordinate all activities, inquires and requests related to the property.

(B) The LESSEE will make the property available as a public park to the general public, including all the residents of the Lillian Community and to all residents of and visitors to Baldwin County, Alabama.

(C) The LESSEE will provide for a security watch over the premises. The LESSEE will clarify and explain LESSOR park rules to visitors and will notify the Baldwin County Sheriff's Office at any such time as visitors may violate said park rules or damage any park property.

(D) The LESSEE will manage the improvements and facilities on the premises and make them available to other groups of citizens.

(E) The LESSEE will maintain the premises free of litter and debris and will bring trash and garbage from the premises to the highway right-of-way each week on the regular garbage collection day for the premises.

(F) The LESSEE will operate the bright lights on the premises to make the park facilities available for night use within the constraints of the LESSEE's budget.

(G) The LESSEE will notify the LESSOR of any known safety hazards which may exist on the premises and fix the problem.

(H) The LESSEE shall be responsible for the cost of maintenance of the leased premises.

5. **COVENANTS OF THE COUNTY:** The LESSOR does hereby covenant with the LESSEE to perform the following:

(A) LESSOR shall coordinate all activities, inquires and requests related to the property with Mr. Melvin E. Whitehurst, Ph.D., who shall serve as the sole designee for and on behalf of LESSEE.

(B) The LESSOR will pay the LESSEE One Thousand and Two Hundred Dollars (\$1,200.00) per year which shall be paid in advance in order to help offset the costs related to miscellaneous repairs to the premises required from time-to-time.

(C) The County Parks Division will mow the park property at least four (4) times per year.

(D) The County Parks Division will conduct a quarterly safety inspection of the premises and will repair or remove any equipment or feature which it deems to be hazardous.

(E) The LESSOR will place on the premises the Park Rules Sign which are erected at all County Parks, if any.

(F) The County Environmental/Solid Waste Department will pick-up trash and garbage from the premises where the LESSEE has placed it at the highway/right-of-way once each week at no cost to LESSEE.

6. **LIABILITY:** LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said lease, and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's use and operation of a public park and recreational facility on said property. The LESSEE hereby agrees to indemnify and hold the LESSOR harmless from any and all claims, damage or liability for any property damage and/or personal injury, including death, which may occur at any time upon the leased premises or as

a result of the activities of the LESSEE or its invitees on the leased premises. Said indemnification shall include any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE or its invitees in the usage of said leased premises.

7. **AUTHORITY OF THE LESSEE:** (A) The LESSEE may control the scheduling of the use of the facilities on the leased premises including the Community Center Building, the ball field and other Park facilities. (B) The LESSEE may construct additional public facilities and improvements on the premises after their design has been reviewed and approved by the LESSOR, in its discretion. The costs of any such improvement shall be borne and maintained by the LESSEE. The premises shall, at all times, be kept free of mechanics and materialmen's liens.

8. **TERMINATION:** This Lease may be terminated by the LESSEE upon one (1) month advanced notice in writing to the LESSOR. This Lease may be cancelled by the LESSOR, with or without cause or reason, upon one (1) month advance notice in writing to the LESSEE.

9. **TRESSPASSERS:** LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers therefrom.

10. **DUTY OF CARE AND PRESERVATION:** LESSEE agrees and covenants to operate the leased premises with care and not to permit waste of the said property nor destroy or remove the same without the consent of the LESSOR.

LESSEE shall remain compliant with all applicable Federal, State and Local Laws.

11. **DUTY TO DO NO HARM:** LESSEE shall do no harm to the premises including, without limitation, selling or removing from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.

12. **RIGHT OF ENTRY:** LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any reasonable purpose to include, but not limited to, making any repairs, alterations or improvements deemed necessary by the LESSOR.

13. **NO AGENCY:** This lease shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.

14. **NO ASSIGNMENT:** LESSEE may not assign this lease or sublease or encumber any portion of the land leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this lease, shall at the option of the LESSOR be void.

15. **SUCCESSORS IN INTEREST:** Each and all the covenants, conditions and restrictions in the Lease shall inure to the benefit of and shall be binding upon the successors in interest of the parties hereto.

16. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. **BINDING:** This lease may be re-negotiated at the option of LESSOR'S successors in office.

18. **TAXES:** LESSOR agrees to pay all taxes levied and assessed against the premises.

19. **DEFAULT:** If LESSEE fails to carry out any provision of this lease, LESSOR shall have the right to terminate the lease on ten (10) days written notice of their intention to do so, and LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. LESSEE agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, that it will pay a reasonable attorney's fee and court costs in connection therewith to include, but not limited to, fees and costs associated with LESSEE's failure to surrender possession properly, quietly and peaceably.

20. **LEASE RENEWAL/EXTENSIONS:** Should LESSEE comply with the terms of this lease and desire for the lease to be extended or renewed, and should there have been no threatened, pending or actual legal action between the parties during the term of this lease, then LESSEE may request in writing to LESSOR, prior to expiration of this lease, that the lease be extended or renewed. LESSOR, may agree to extend or renew this lease with LESSEE with similar, additional or different terms in its sole discretion, as it sees fit, or elect not to extend or renew this lease. Should LESSOR not approve of an extension or renewal of the lease prior to expiration of this lease, then all rights of LESSEE ends upon termination of this lease. Upon termination of the lease, LESSOR shall be under no obligation whatsoever to offer any new lease to LESSEE.

21. **MODIFICATION:** This Lease shall not be modified except by the written agreement of both parties hereto.

22. **ENTIRE UNDERSTANDING:** This lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

23. **ACTS OF GOD:** Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this lease so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

24. **NON-WAIVER OF DEFAULT:** The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this lease shall not constitute a default or be construed as a waiver or relinquishment of the right of the LESSOR to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed and sealed this instrument as of the day and year first above written.

LESSOR

BALDWIN COUNTY COMMISSION

BY: Charles F. Gruber Date: 2/12/19
CHARLES F. GRUBER, Chairman

ATTEST:

BY: Ronald J. Cink Date: 2/12/19
Ronald J. Cink, Budget Director



LESSEE

LILLIAN RECREATIONAL CENTER, INC.

BY: 
MELVIN E. WHITEHURST, Ph.D.
As Its: President Date

***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, do hereby certify that Charles F. Gruber, whose name as Chairman, and Ronald J. Cink, whose name as Budget Director of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that being informed of the contents of said instrument, they, as such officers, and with full authority, voluntarily executed the same on the day the same bears date.

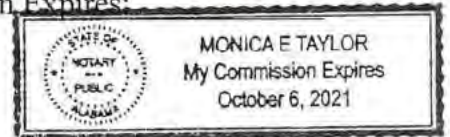
GIVEN under my hand and seal this the 12th day of February, 2019.



Monica E. Taylor

Notary Public

My Commission Expires:

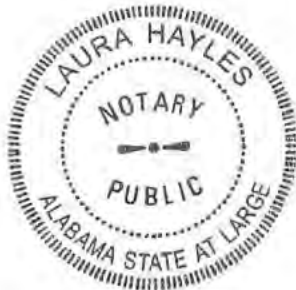


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Laura Hayles, a Notary Public, in and for said County in said State, do hereby certify that Melvin E. Whitehurst, Ph.D., whose name as President of the Lillian Recreational Center, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such officer, and with full authority, voluntarily executed the same on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and seal this the 8th day of February, 2019.



Laura Hayles

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES NOVEMBER 5, 2019

MELVIN E. WHITEHURST 9/85
OR ELIZABETH E WHITEHURST
32369 US Hwy. 98 (251) 962-4340
Lillian, AL 36549

61-1/620

2-10-19

DATE

PAY TO THE
ORDER OF

County Commission

\$ 5.00

Five

~~25/25~~

DOLLARS



Photo
Safe
Deposit
Details on back



REGIONS

FOR

Land Lease

M.E. Whitehurst

BP

Harland Clarke



Baldwin County Commission

Agenda Action Form

File #: 21-0068, **Version:** 1

Item #: HA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: New

From: Vince Jackson, Development Review Planner

Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE

Planning (Zoning) District 19 - Request for Zoning Election

STAFF RECOMMENDATION

Instruct the Judge of Probate to provide a Zoning Election for Planning (Zoning) District 19, to be held no later than December 29, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: August 4, 2020

Background: The Planning and Zoning staff has had discussions with citizens representing the Battles Road Preservation Group (BRPG), LLC, pertaining to the formation of a new Planning (Zoning) District and the request for a referendum for Planning and Zoning purposes. The area in question is located south of the City of Fairhope and east of Planning District 26. In addition, the area is currently part of Planning District 17. The new district, which was approved by the County Commission on August 4, 2020, is known as Planning District 19. A map showing the boundaries of the Planning District is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found at Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and are listed as follows:

- 1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.
- 2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff has received this information.
- 3) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning,

zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

Based on information provided by the Probate Office and the Board of Registrars, 705 qualified electors reside within the boundaries of Planning District 19. As a result, 71 signatures (10 percent of the qualified electors) were needed for the petition. On August 17, 2020, the parties seeking a zoning referendum submitted a petition which included 256 signatures. Of the signatures submitted, 241 have been verified by the Probate Office. On this basis, the petition is accepted and certified. Planning staff now respectfully requests that the County Commission instruct the Judge of Probate to provide for an election, in Planning (Zoning) District 19, to be held no later than December 29, 2020.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send correspondence instructing the Judge of Probate to provide for a Zoning Election in Planning (Zoning) District 19, to be held not later than December 29, 2020.

Additional instructions/notes: Planning and Zoning Department - Provide support as needed, including required mailings and preparation of ballots.

Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

2019 Code of Alabama

Title 45 - Local Laws.

Chapter 2 - Baldwin County.

Article 26 - Zoning and Planning.

Part 2 - Planning and Zoning Commission.

Division 1 - Establishment.

Section 45-2-261.07 - Procedure for exercising jurisdiction in each district.

Universal Citation: AL Code § 45-2-261.07 (2019)

Section 45-2-261.07

Procedure for exercising jurisdiction in each district.

The Baldwin County Commission shall not exercise its planning and zoning powers and jurisdiction in any district established hereunder until the majority of the qualified electors of the district voting in an election shall have voted their desire to come within the planning and zoning authority of the Baldwin County Commission. The election shall be held if 10 percent of the qualified electors in any district submit a written petition to the county commission expressing a desire to be subject to the planning and zoning jurisdiction of the

Baldwin County Commission under authority of this subpart. For the purposes of the establishment of districts after June 1, 2010, a district shall correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible. A party or parties seeking to file a petition shall notify the county governing body in writing that the parties will petition for the formation of a district and the proposed boundaries of the district. The judge of probate within 15 days shall give a preliminary estimate of the number of signatures needed to call the election. The county governing body shall notify the principal party in writing within 30 days of written notification by petitioners of intent to request a referendum, by United States mail, return receipt requested, that the proposed district is acceptable for planning, zoning, and voting purposes and shall furnish forms to the petitioner for use in seeking the number of signatures required to call an election. The parties shall have 120 days thereafter to obtain the necessary signatures and file the petition. The County Commission and the Judge of Probate of Baldwin County shall certify or reject the accuracy of the petition no later than 45 days after receiving the petition. If the number of signatures is not sufficient, the parties shall have another 60 days to complete the petition and have it certified. If the petition is not certified, a petition for the proposed district may not be refiled for two year after the final denial of certification. Upon certification, the county commission shall then instruct the Judge of Probate of Baldwin County to provide for an election within that district no later than 90 days after the certification. Notice of the election shall be published four times during the 30-day period immediately preceding the date of the election in a newspaper of general circulation in Baldwin County. In addition, the county commission shall notify by U.S. mail each elector in a district of the election and the process to obtain additional information. The notification shall state the date of the election and the polling place or places for voting. The judge of probate shall conduct the election. All costs for the notification and election shall be paid from the General Fund of Baldwin County. If a majority of the qualified electors in a district vote in the negative in the election, then the district shall not be subject to the zoning and planning jurisdiction of the Baldwin County Commission, and the qualified electors of the district shall not be eligible to petition for another election until two years from the date of the last election. If a majority of the qualified electors in a district vote in the affirmative, then the district shall be subject to the zoning and planning jurisdiction of the Baldwin County Commission.

(Act 91-719, p. 1389, §8; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1; Act 2010-719, p. 1782, §1.)

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Laws & Legal Resources.

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2019 Code of Alabama
Title 45 - Local Laws.
Chapter 2 - Baldwin County.
Article 26 - Zoning and Planning.
Part 2 - Planning and Zoning
Commission.
Division 1 - Establishment.
Section 45-2-261.08 - Appointment of
advisory committees.

Universal Citation: AL Code § 45-2-261.08 (2019)

Section 45-2-261.08

Appointment of advisory committees.

In each district wherein the qualified electors vote to become subject to the planning and zoning authority of the Baldwin County Commission as provided in Section 45-2-261.07, the Baldwin County Commission shall appoint an advisory committee from that district to work with and assist the planning commission in formulating and developing regulations, ordinances, and zoning measures for the district. Each advisory committee shall consist of five members who shall be qualified electors of the district and who shall reflect as nearly as

practical the diversity of land use in a district. The members of each district advisory committee shall elect a chair. Upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission pursuant to the terms of this subpart, the services of the district advisory committee shall terminate and the committee shall be abolished. In any district which is contiguous to one or more municipalities, a member of the municipal planning commission of each contiguous municipality shall serve in an ex officio capacity on the advisory committee.

(Act 91-719, p. 1389, §9; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1.)

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2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.09 - Assessment of uniform zoning fee.

Universal Citation: AL Code § 45-2-261.09 (2019)

Section 45-2-261.09

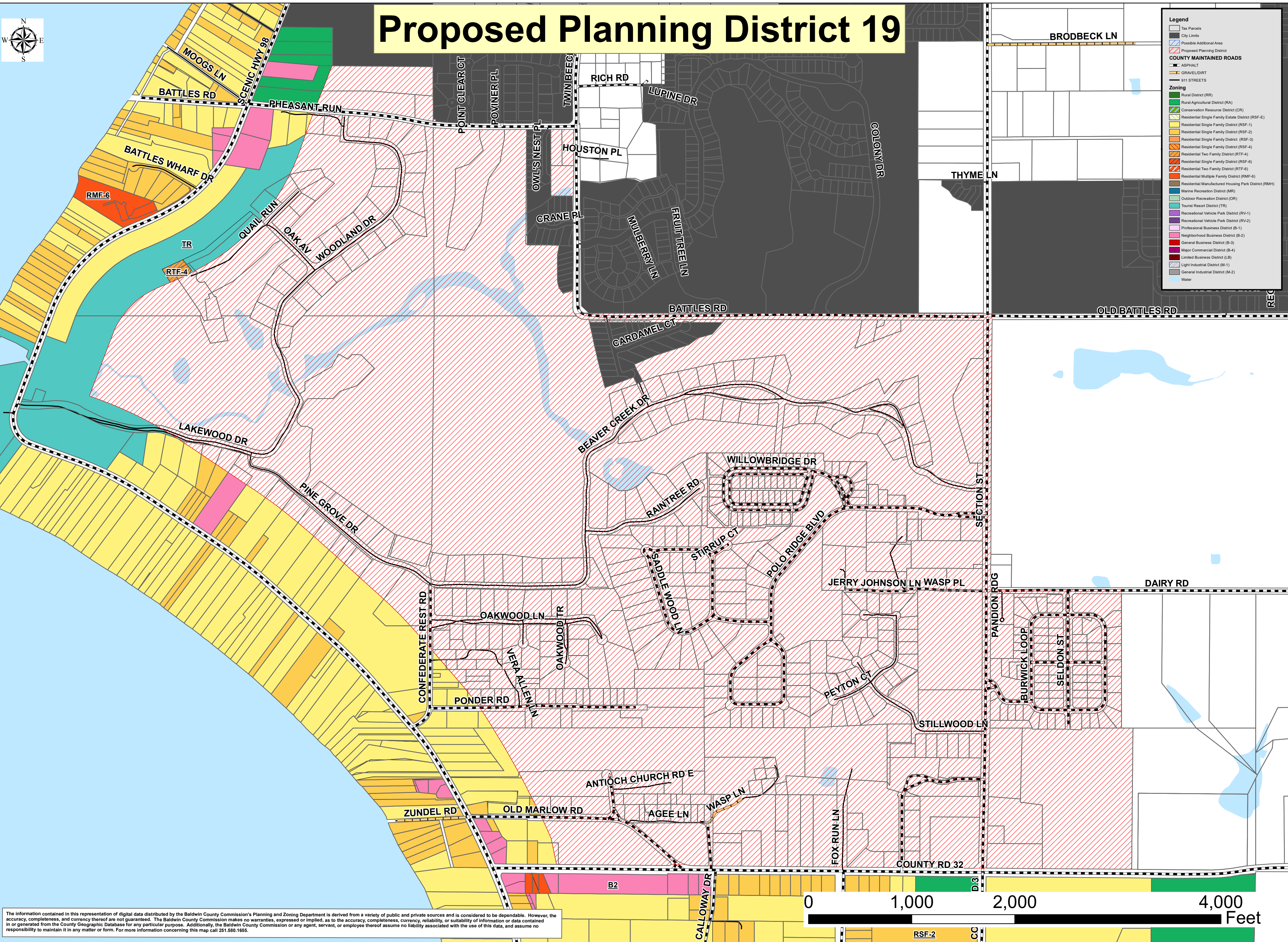
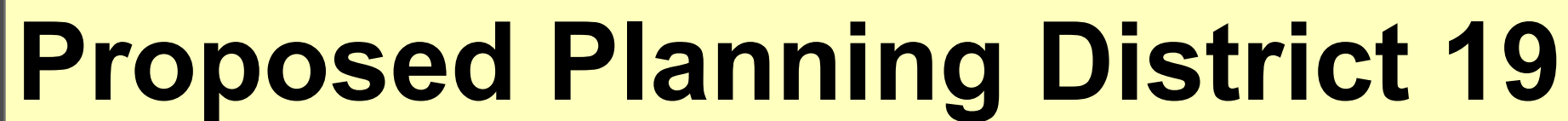
Assessment of uniform zoning fee.

The county commission may levy upon the owner of any real property located within any planning district in which a majority of the qualified electors have voted in the affirmative in an election described in Section 45-2-261.07, a uniform zoning fee not in excess of ten dollars (\$10) per parcel of real property per year. Upon the levy the Tax Assessor of Baldwin County shall assess the uniform zoning fee on the real property subject to the uniform zoning fee within the planning district. The assessment shall be collected by the Tax

Collector of Baldwin County on annual ad valorem tax bills and non-payment of the assessment shall constitute a lien on the assessed property. The uniform zoning fee shall not be assessed for more than two years. The Tax Collector of Baldwin County shall collect the fee and the proceeds therefrom shall be deposited in the General Fund of Baldwin County to be expended exclusively for the purpose of administering the master plan and zoning and planning ordinances and regulations promulgated under this subpart.

(Act 91-719, p. 1389, §10; Act 98-665, p. 1455, §1.)

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Baldwin County Commission

Agenda Action Form

File #: 21-0072, **Version:** 1

Item #: HA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/6/2020

Item Status: Addendum

From: Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Mike Campbell, Engineering Technician I

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

License Agreement No. 20031 - Right of Way off State Highway 180

STAFF RECOMMENDATION

Approve License Agreement No. 20031 permitting J.C. House, III, to access right-of-way off State Highway 180 for hauling in sand and gravel to rebuild his existing driveway. *(The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 on October 6, 2021. License for Maintenance shall be indefinite according to the terms of the agreement.)*

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: J.C. House, III, is requesting access to right-of-way off State Highway 180 for the purpose of hauling in sand and gravel to rebuild his existing driveway, approximately 597 feet long, that was damaged due to Hurricane Sally.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: Standard agreement used as previously approved by Laura Coker (02/11/2020) los

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff have 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 the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **J. C. House, III** ("Licensee"), with an address at **8860 State Highway 180 Gulf Shores, Alabama 36542.**

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Right-of-Way off State Highway 180** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the "Property");

WHEREAS, Licensee desires to obtain access to the Property for the purpose of **hauling in sand and gravel to rebuild his existing driveway, approximate 597 feet long that was damaged due to Hurricane Sally;** and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Revocable, Non-Exclusive and Temporary License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **J. C. House, III**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **rebuild an existing driveway.** The Property shall be used for the sole purpose of **rebuilding an existing driveway.** No further development or use of the Property is permitted or allowed without Licensor's prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives ("Licensee Representatives"). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. **Property.** The real property subject hereto is limited to and sufficiently described as the **Right-of-Way off State Highway 180** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. 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. The term for

installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **October 6, 2021**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

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 personal or property damage, injury or loss 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, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee’s work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable Fish and Wildlife permits. Licensee and the Licensee Representatives shall comply, at Licensee’s expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee’s work and activities thereon, 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 the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as 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. 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.

7. Public Property. Licensee acknowledges and consents that the Property 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 granted by this Agreement are 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 rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

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, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any 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 or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

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 Licensor or Licensee 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. All representations, assurances and 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, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property 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 Licensor below.

LICENSEE:

J.C. House, III

BY: _____ /
/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/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 _____, 2020.

Notary Public

My Commission Expires: _____

LICENSOR:

BALDWIN COUNTY, ALABAMA

ATTEST:

_____/_____
Wayne Dyess /Date
County Administrator

_____/_____
Billie Jo Underwood /Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are 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, 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 _____, 2020.

Notary Public

My Commission Expires: _____




LA # 20031 J. C. House III Vicinity Map



Legend

Utility_Permits


Type

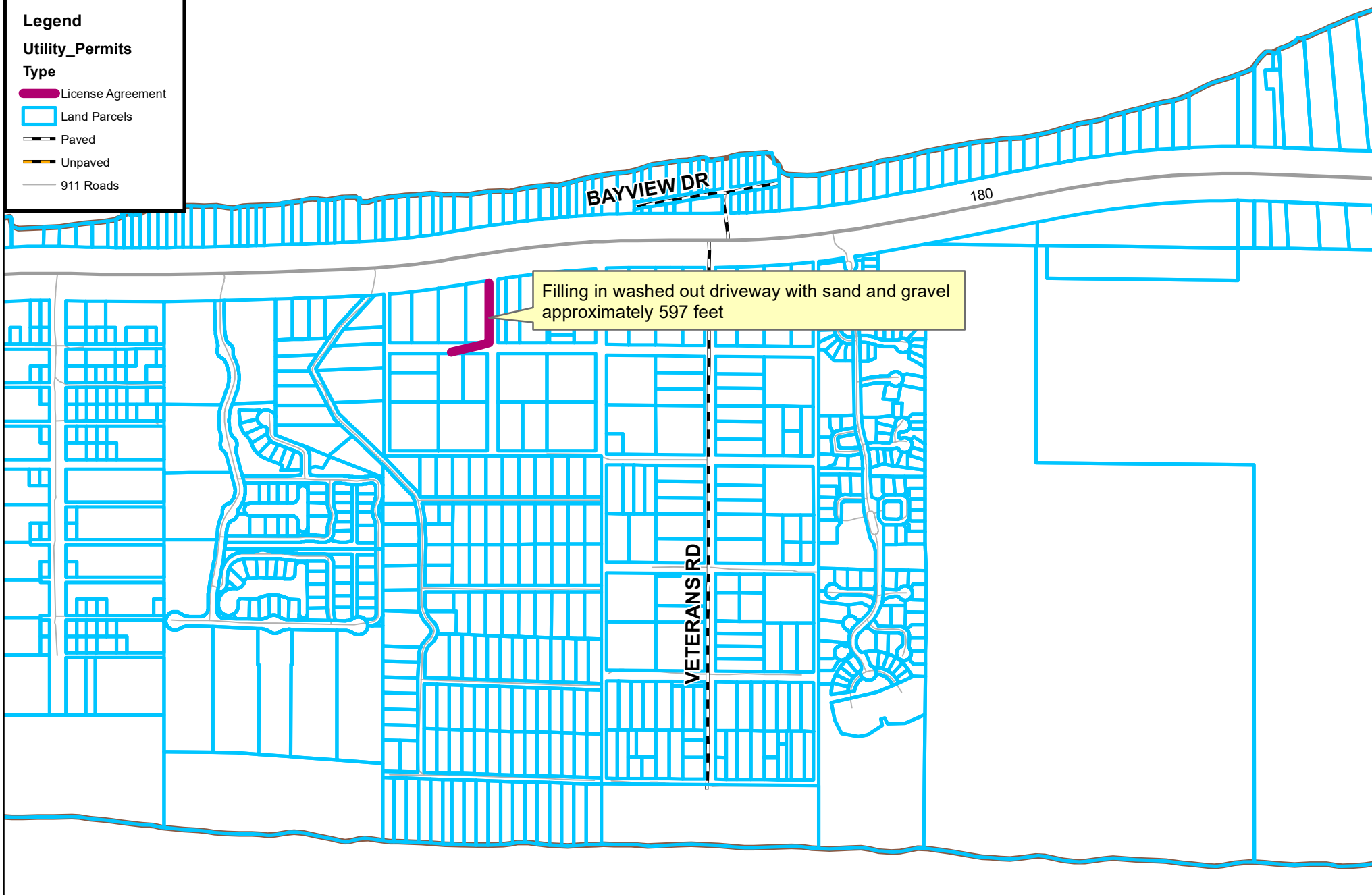
 License Agreement

 Land Parcels

 Paved

 Unpaved

 911 Roads





LA # 20031 J. C. House III Site Map



Legend

Utility_Permits

Type

License Agreement

Land Parcels

Paved

Unpaved

911 Roads

