

# **Baldwin County Commission**



## **Work Session Meeting Agenda Tuesday, September 7, 2021 8:30 AM**

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

## **Regular Meeting Agenda Tuesday, September 7, 2021 10:00 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 10:00 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**

August 6, 2021, Special Meeting (Budget Deliberations)  
August 12, 2021, Special Meeting (Budget Deliberations)  
August 17, 2021, Regular Meeting  
August 20, 2021, Special Meeting (Budget Deliberations)  
August 27, 2021, BCC Emergency Special Meeting (Hurricane Ida)

### **B ACTION ITEMS**

#### **BA ADMINISTRATION**

- |            |   |                                |
|------------|---|--------------------------------|
| <b>BA1</b> | City of Robertsdale - Annexation Notification   | <a href="#"><u>21-1226</u></a> |
| <b>BA2</b> | Town of Elberta - Annexation Notification   | <a href="#"><u>21-1232</u></a> |
| <b>BA3</b> | Declaration of a State of Local Emergency - Coronavirus (COVID-19) Pandemic Response  | <a href="#"><u>21-1223</u></a> |
| <b>BA4</b> | Resolution #2021-120 of the Baldwin County Commission - Amending the "Divisional Resolution of the Baldwin County Commission" | <a href="#"><u>21-1245</u></a> |
| <b>BA5</b> | Baldwin County Emergency Rental Assistance Program (ERAP) Case Management Services Agreement with Baldwin Together            | <a href="#"><u>21-1235</u></a> |
| <b>BA6</b> | Eligibility for Urban County Entitlement Status Fiscal Year (FY) 2022 Community Development Block Grant (CDBG) Program        | <a href="#"><u>21-1253</u></a> |



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- |            |   |                                |
|------------|---|--------------------------------|
| <b>BA7</b> | Issuance of Payment to Hagerty Consulting for Consulting Services for the Emergency Rental Assistance Program (ERAP)                                      | <a href="#"><u>21-1274</u></a> |
| <b>BC</b>  | <b>ARCHIVES AND HISTORY</b>   |                                |
| <b>BC1</b> | National Association of Realtors Diversity and Inclusion Grant Acceptance   | <a href="#"><u>21-1234</u></a> |
| <b>BE</b>  | <b>BUDGET/PURCHASING</b>  |                                |
| <b>BE1</b> | Competitive Bid #WG21-36A - Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission                          | <a href="#"><u>21-1227</u></a> |
| <b>BE2</b> | Competitive Bid #WG21-43 - Provision of Fiber Optic Network - Maintenance and Locates for the Baldwin County Commission                                   | <a href="#"><u>21-1236</u></a> |
| <b>BE3</b> | Competitive Bid #WG21-45 - Provision of Closed Top Recycling Roll-off Containers for the Baldwin County Commission  | <a href="#"><u>21-1207</u></a> |
| <b>BE4</b> | Competitive Bid #WG21-46 - Provision of Alternate Daily Cover Material for the Baldwin County Commission  | <a href="#"><u>21-1209</u></a> |
| <b>BE5</b> | Competitive Bid #WG21-47 - Provision of Bituminous Materials for the Baldwin County Commission  | <a href="#"><u>21-1210</u></a> |
| <b>BE6</b> | Competitive Bid #WG21-48 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission                                       | <a href="#"><u>21-1211</u></a> |
| <b>BE7</b> | Emergency Water Pipe Replacement Project at the Baldwin County Corrections Center Located in Bay Minette, Alabama   | <a href="#"><u>21-1212</u></a> |
| <b>BE8</b> | Request for Qualifications (RFQ) for Engineering / Environmental / Design Services for New Recycling Facility to be Located Adjacent to Magnolia Landfill | <a href="#"><u>21-1228</u></a> |
| <b>BK</b>  | <b>EMERGENCY MANAGEMENT AGENCY (EMA)</b>  |                                |
| <b>BK1</b> | Alabama Mutual Aid System (AMAS) Agreement with State of Alabama, Alabama Emergency Management Agency and Counties  | <a href="#"><u>21-1208</u></a> |
| <b>BL</b>  | <b>ENVIRONMENTAL MANAGEMENT</b>   |                                |
| <b>BL1</b> | Amendment to J & J Rhodes Farm, Inc. Lease Agreement of County Property at Magnolia Landfill for Farmland   | <a href="#"><u>21-1221</u></a> |
| <b>BL2</b> | Baldwin County Solid Waste Uncollectible Residential Accounts - September 2021  | <a href="#"><u>21-1265</u></a> |
| <b>BL3</b> | Annual Premises Pollution Liability Insurance Premium for Magnolia Landfill   | <a href="#"><u>21-1276</u></a> |
| <b>BN</b>  | <b>HIGHWAY</b>  |                                |
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- |             |   |                                |
|-------------|---|--------------------------------|
| <b>BN1</b>  | Baldwin Beach Express at Foley Beach Express Overhead Directional Signs and Intersection Improvements - Permission to Advertise | <a href="#"><u>21-1238</u></a> |
| <b>BN2</b>  | Baldwin County Mitigation Bank Timber Thinning and Prescribed Burn - Permission to Advertise for Bids                           | <a href="#"><u>21-1242</u></a> |
| <b>BN3</b>  | Bridge Replacement Projects - Permission to Advertise for Bids  | <a href="#"><u>21-1231</u></a> |
| <b>BN4</b>  | Bon Secour Dredge Site Prescribed Burn - Permission to Advertise for Bids   | <a href="#"><u>21-1241</u></a> |
| <b>BN5</b>  | Foley Beach Express at Wahoo Plaza Overhead Directional Signs and Intersection Improvements - Permission to Advertise for Bids  | <a href="#"><u>21-1239</u></a> |
| <b>BN6</b>  | Florida-Alabama Transportation Planning Organization (TPO) Technical Coordinating Committee - Board Appointment(s)              | <a href="#"><u>21-1240</u></a> |
| <b>BQ</b>   | <b>PERSONNEL</b>  |                                |
| <b>BQ1</b>  | Animal Shelter - Salary Change for Acting and Interim Animal Shelter Manager  | <a href="#"><u>21-1213</u></a> |
| <b>BQ2</b>  | Commission Administration (Central Annex I) - Employment of One (1) Custodian Position  | <a href="#"><u>21-1251</u></a> |
| <b>BQ3</b>  | Highway Department (MPO) - Employment of One (1) Administrative Support Specialist III Position                                 | <a href="#"><u>21-1249</u></a> |
| <b>BQ4</b>  | Highway Department (Maintenance Engineering) - Employment of One (1) Engineering Technician I Position                          | <a href="#"><u>21-1214</u></a> |
| <b>BQ5</b>  | Highway Department (Bay Minette) - Promotion of Employee  | <a href="#"><u>21-1225</u></a> |
| <b>BQ6</b>  | Juvenile Detention Center - Employment of Two (2) Detention Technician Positions  | <a href="#"><u>21-1252</u></a> |
| <b>BQ7</b>  | Highway Department (Silverhill) - Personnel Changes   | <a href="#"><u>21-1217</u></a> |
| <b>BQ8</b>  | Solid Waste Department - Personnel and Position Changes   | <a href="#"><u>21-1218</u></a> |
| <b>BQ9</b>  | Planning and Zoning Department - Promotion of Employee  | <a href="#"><u>21-1215</u></a> |
| <b>BQ10</b> | Revenue Commission (Assessment) - Reclassification of Position  | <a href="#"><u>21-1216</u></a> |
| <b>BQ11</b> | Highway Department (Geospatial) - Updated Position Description for GIS Coordinator  | <a href="#"><u>21-1250</u></a> |
| <b>BQ12</b> | Personnel Department - Baldwin County Commission Policy #11.1 - Temporary Labor Policy  | <a href="#"><u>21-1254</u></a> |
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**BQ13** Personnel Department - Employee Handbook Changes [21-1255](#)

**BQ14** Reciprocal Clinic Usage Agreement with the City of Fairhope for Symbol Health Clinics [21-1272](#)

**BR PLANNING AND ZONING**

**BR1** Proposed Planning (Zoning) District 35 - Acceptance of Notice of Intent to Form a Planning (Zoning) District, Determination Regarding Infeasibility of Using Precinct Boundaries, and Acceptance of Proposed District Boundaries [21-1244](#)

**BR2** Proposed Planning (Zoning) District 36 - Acceptance of Notice of Intent to Form a Planning (Zoning) District and Acceptance of Proposed District Boundaries [21-1247](#)

**BR3** Proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County - Permission to Advertise for Public Hearing [21-1257](#)

**BR4** Baldwin County Planning and Zoning Commission - Board Appointment(s) [21-1258](#)

**C PRESENTATIONS**

**CA GENERAL**

**CA1** Baldwin County Sheriff's Office Lifesaver Award Presentations [21-1201](#)

**CA2** Presentation to Baldwin County Sheriff's Deputies - 92nd Division Buffalo Soldiers and Patriot Guard Riders [21-1202](#)

**CA3** Proclamation - Baldwin County Fair Week - September 21-25, 2021 [21-1222](#)

**D PUBLIC HEARINGS**

**DR PLANNING AND ZONING**

**DR1** Case No. S-20069 Hookbone RV Park Appeal from the Baldwin County Zoning Administrator Denial of Final Site Plan Application [21-1260](#)

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

**EA1** Payment of Bills [21-1220](#)

**EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [21-1219](#)

**F DISCUSSION ITEMS**

**FA ADMINISTRATION**

**FA1** Baldwin County Animal Shelter Upgrades / New Intake Facility [21-1262](#)

**FA2** Lillian Recreational Center Park - Discussion Regarding Facilities [21-1229](#)

**FA3** Request to the Baldwin County Legislative Delegation Regarding Compensation and Minimum Qualifications Criteria for Baldwin County Coroner [21-1206](#)

**FE BUDGET/PURCHASING**

**FE1** Review of Baldwin County Fiscal Year 2021-2022 Budget [21-1268](#)

**FM FINANCE AND ACCOUNTING**

**FM1** Finance and Accounting Department - Creation of One (1) Grants Administrator Position [21-1270](#)

**FR PLANNING AND ZONING**

**FR1** Amendment to the Baldwin County Subdivision Regulations - Update #2 [21-1263](#)

**G COMMISSIONER REQUESTS**

**H ADDENDA**

**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

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**File #:** 21-1226, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Keri Green, Commission Executive Assistant

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### **ITEM TITLE**

City of Robertsdale - Annexation Notification

### **STAFF RECOMMENDATION**

Authorize the placement of the City of Robertsdale Annexation Ordinance No. 007-2021, annexing property into the corporate limits of the City of Robertsdale, Alabama, into the minutes of the September 7, 2021, Baldwin County Commission regular meeting with proper notifications to the following departments/organizations:

#### Baldwin County Departments

Baldwin County Commission

Building Inspection Department

Communication/Information Systems Department

Environmental Management/Solid Waste Department

Highway Department

Planning and Zoning Department

#### Elected Officials

Baldwin County Revenue Commission

Baldwin County Sheriff's Office

#### Other Agencies

Board of Registrars Office

Emergency 911

South Alabama Regional Planning Commission

### **BACKGROUND INFORMATION**

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

**Background:** The City of Robertsdale submitted a copy of Annexation Ordinance No. 007-2021 for the annexation of certain property into the corporate limits of the City of Robertsdale, Alabama, to be

made part of the record of the Baldwin County Commission Regular meeting on September 7, 2021.

**FINANCIAL IMPACT**

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

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

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

N/A

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

Administration - Mail Correspondence to:

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

Memo to various departments/organizations

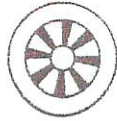
**Additional instructions/notes:** N/A

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

CHIEF FINANCIAL OFFICER  
Joe Driver

CITY CLERK  
Shannon J. Burkett

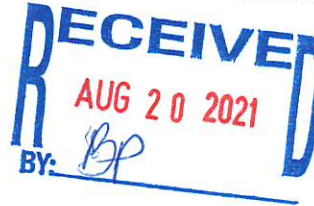
# CITY OF ROBERTSDALE



*The Hub  
of Baldwin County*

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

P.O. Box 429  
Robertsdale, AL 36567



43CC  
WD  
RC

August 18, 2021

To Whom It May Concern:

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

Ordinance Number 007-2021 was adopted August 16, 2021.

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

Respectfully,

  
Shannon J. Burkett, CMC/CMRO  
City Clerk



ORDINANCE NO. 007-2021

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

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from the Estate of Kathleen A. Parker, for the property located at 24170 State Highway 59, as a R-1 zone, and

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

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


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

From the southeast corner of Section 25, Township 5 South, Range 3 East, which corner is at the centerline intersection of a paved North and South road with that of a dirt East and West road; thence run West, along the centerline of said dirt road, 1186.6 feet to a point on line with a wire fence running North 27° 22' West; thence run North 27° 22' West 304.0 feet to an angle in the fence; thence run North 0° 45' East 871.0 feet to a point or place of beginning, (which point is a 5' bar of iron 2 feet high); thence continue North 0° 45' East 186.0 feet to an iron pipe at the northeast corner of the property herein described; thence run West 591.3 feet to an iron pipe at the Northwest corner of said property; thence run South 27° 22' East 351.3 feet to a square concrete marker at the southwest corner of said property; thence run North 73° 03' East to the point or place of beginning, and being a trapezoid shape lot.

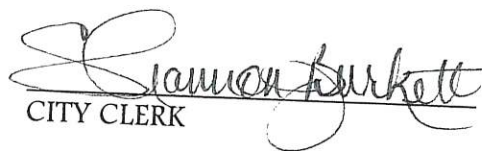
The said parcel of land conveyed by this deed being three (3) acres, more or less, and being in the Southwest quarter of the Southeast quarter, Section 25, Township 5 South, Range 3 East, Baldwin County, Alabama.

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

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 16<sup>th</sup> day of August, 2021.

  
MAYOR PRO-TEM

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 007-2021 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 16<sup>th</sup> day of August, 2021, as same appears in the official records of said City.

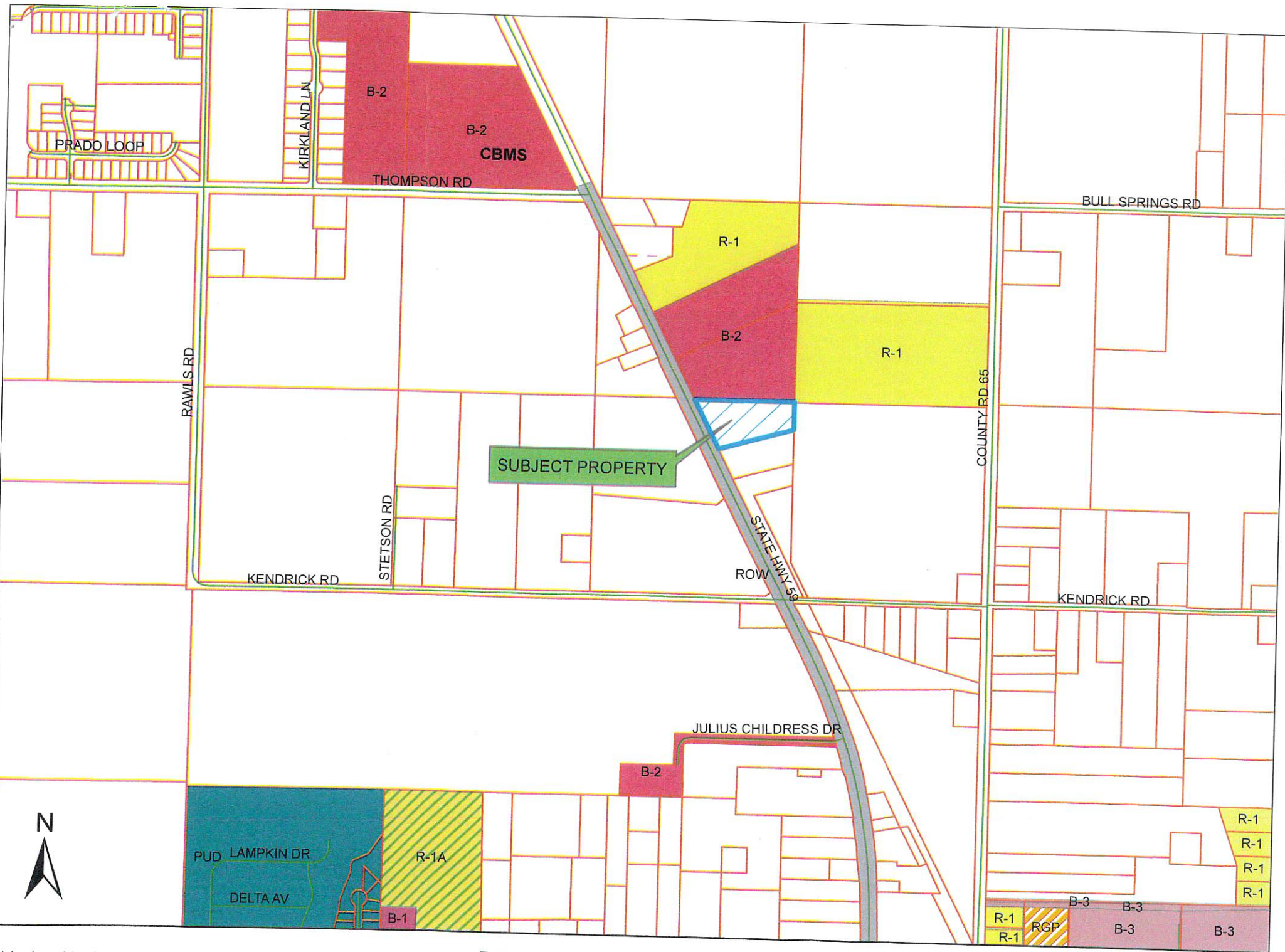




1 inch = 150 feet

Parker - Annexation & Rezoning





Parker - Annexation & Rezoning  
R-1 to B-2



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1232, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Jeannie M. Peerson, Commission Executive Assistant

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### **ITEM TITLE**

Town of Elberta - Annexation Notification

### **STAFF RECOMMENDATION**

Authorize the placement of the Town of Elberta's Annexation Ordinance No. 2021-03-ORD and Annexation Ordinance No. 2021-04-ORD, annexing property into the corporate limits of the Town of Elberta, Alabama, into the minutes of the September 7, 2021, Baldwin County Commission regular meeting with proper notification to the following departments/organizations:

#### Baldwin County Commission Departments

Baldwin County Commission

Building Inspection Department

Communications/Information Systems Department

Environmental Management/Solid Waste Department

Highway Department

Planning and Zoning Department

#### Elected Officials

Baldwin County Revenue Commission

Baldwin County Sheriff's Office

#### Other Agencies

Board of Registrars Office

Emergency 911

South Alabama Regional Planning Commission

### **BACKGROUND INFORMATION**

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

**Background:** The Town of Elberta submitted a copy of Annexation Ordinance No. 2021-03-ORD and Annexation Ordinance No. 2021-04-ORD, for the annexation of certain property into the

corporate limits of the Town of Elberta, Alabama, to be made part of the record of the Baldwin County Commission meeting on September 7, 2021.

**FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff

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

The Honorable Jim Hamby  
Mayor  
Town of Elberta  
Attention: Caryn Woerner, Town Clerk  
Post Office Box 227  
Elberta, Alabama 36530

Memo to various departments/organizations

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

**ORDINANCE # 2021-03**  
**AN ORDINANCE TO ANNEX CERTAIN LANDS KNOWN AS**  
**KENNETH WINTER PARCEL 05-62-03-07-0-001-002.001**

**WHEREAS**, on the 14<sup>th</sup> day of June, 2021, Being the owner(s) of all the real property hereinafter described, did file with the Town Clerk a petition asking that the said tract or parcel of land be annexed to and become a part of the Town of Elberta, and

**WHEREAS**, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Elberta, and

**WHEREAS**, the governing body did determine that it is in the public interest that said property be annexed to the Town of Elberta and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975:

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF ELBERTA, ALABAMA, AS FOLLOWS:**

Section 1. The Council of the Town of Elberta, Alabama, finds and declares as the legislative body of the Town that it is in the best interests of the citizens of the Town, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the Town of Elberta.

Section 2. The boundary lines of the Town of Elberta, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory hereto before encompassed by the corporate limits of the Town of Elberta, Alabama, and in addition thereto the following described territory, to-wit:

Commencing at the purported Northwest corner of the Northeast Quarter, of Section 7, Township 8 South, Range 5 East, Baldwin County, Alabama; thence run South 41°06'09" West, a distance of 52.82 feet to the South right-of-way of County Road No. 20 as it runs North and South; thence run North 89°47'13" West, along said South right-of-way of County Road No. 20 a distance of 407.48 feet to the Point of Beginning; thence run South 06°46'53" East, a distance of 626.61 feet to a point; thence run North 89°47'47" West, a distance of 287.00 feet to a point; thence run North 00°11'00" West, a distance of 622.01 feet to a point on the above mentioned South right-of-way line of County Road No. 20; thence run South 89°47'13" East, along said right-of-way line a distance of 215.00 feet to the Point of Beginning.

Section 3: As a provision of this ordinance PETITIONER requests that this property be pre-zoned as GENERAL BUSINESS (GB) *with grandfathered use of Residential*, upon annexation. In the event that the pre-zoning of GB is not awarded, the annexation petition is withdrawn and the property shall be de-annexed from the corporate limits of the Town of Elberta, Alabama.


Section 4: This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 5: The territory described in this ordinance shall become a part of the corporate limits of Elberta, Alabama, upon publication of this ordinance as set forth in Section 3 above.

Done this the 20<sup>th</sup> day of July, 2021

ATTEST

  
Caryn Woerner, Town Clerk

  
Jim Hamby, Mayor

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
Filed/cert. 7/22/2021 2:05 PM  
TOTAL \$ 25.00  
5 Pages

1930918





ELBERTA, AL



fur das gute Leben

"for the good life"

### PETITION FOR ANNEXATION

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the Town of Elberta, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the Town of Elberta, a municipal corporation, that said property be annexed into the Town of Elberta pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS, further petition that the Honorable Mayor and Town Council of the Town of Elberta, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property.

We, the undersigned PETITIONERS, further petition that this property be pre-zoned as GB - Grandfathered Residential upon annexation.

We, the undersigned PETITIONERS also ask that the Honorable Mayor and Town Council of the Town of Elberta, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

Dated this the 14<sup>th</sup> day of June, 2021.

Harry B. Archer  
Authorized Agent

STATE OF ALABAMA  
COUNTY OF BALDWIN

On this 14<sup>th</sup> day of June, 2021, before me personally appeared Harry B. Archer, agent, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

Caryn H. Weber  
Notary Public  
State of Alabama at Large  
My Commission expires: 07/09/2024

STATE OF ALABAMA  
COUNTY OF BALDWIN

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

\_\_\_\_\_  
Notary Public  
State of Alabama at Large  
My Commission expires: \_\_\_\_\_

ELBERTA



fur das gute Leben

"for the good life"

## TOWN OF ELBERTA

Planning and Zoning  
(251) 986-6174

Caryn Woerner  
pandzinfo@townofelberta.com

### Annexation

#### AGENT AUTHORIZATION FORM

I, We authorize and permit Jon Archer or Harry Archer to act as my/our representative and agent in any manner regarding an application which relates to property described as tax parcel ID # or PPIN# 05-62-03-07-0-001-002-001 with a physical address of: \_\_\_\_\_ . I/We understand that the agent representation may include but not limited to decisions relating to status, conditions, or withdrawal of this application. In understanding this, I/We release the Town of Elberta from any liability resulting from actions made on my/our behalf by the authorized agent or representative.

Note: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

PROPERTY OWNERS(S):

Kenneth J. Winter

Name Printed:

Date:

Signature:

Name Printed:

Signature:

Address:

City / State:

Phone:

Email Address:

AUTHORIZED AGENT:

Jon Archer or Harry Archer

Name Printed:

Date:

Signature:

P.O. Box 277 Magnolia Springs, AL 36555

Address:

City / State:

251-454-9791

Phone:

archercattle@gmail.com

Email Address:

Form Date: 03/2020

P.O. DRAWER 277  
13052 MAIN STREET

ELBERTA, ALABAMA 36530

(251) 986-5995  
FAX (251) 986-8499

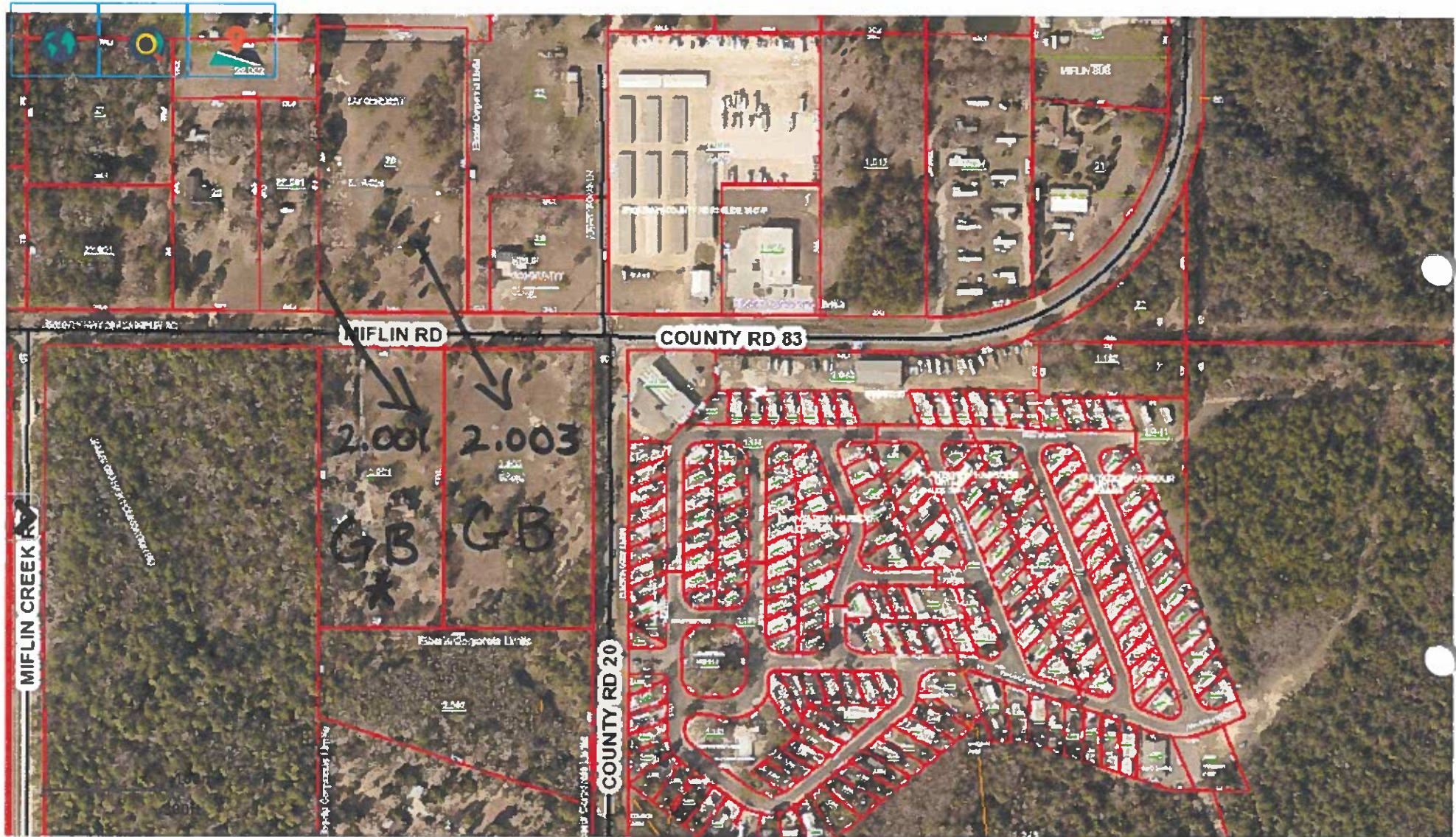
# Exhibit A

Commencing at the purported Northwest corner of the Northeast Quarter, of Section 7, Township 8 South, Range 5 East, Baldwin County, Alabama; thence run South  $41^{\circ}06'09''$  West, a distance of 52.82 feet to the South right-of-way of County Road No. 20 as it runs North and South; thence run North  $89^{\circ}47'13''$  West, along said South right-of-way of County Road No. 20 a distance of 407.48 feet to the Point of Beginning; thence run South  $06^{\circ}46'53''$  East, a distance of 626.61 feet to a point; thence run North  $89^{\circ}47'47''$  West, a distance of 287.00 feet to a point; thence run North  $00^{\circ}11'00''$  West, a distance of 622.01 feet to a point on the above mentioned South right-of-way line of County Road No. 20; thence run South  $89^{\circ}47'13''$  East, along said right-of-way line a distance of 215.00 feet to the Point of Beginning.

Tax Parcel:

05-62-03-07-0-001-002.001





GB / General Business - Pre Zoning REQUEST  
\*- Grandfathered Use as Residential



**ORDINANCE # 2021-04**  
**AN ORDINANCE TO ANNEX CERTAIN LANDS KNOWN AS**  
**KENNETH WINTER PARCEL 05-62-03-07-0-001-002.003**

**WHEREAS**, on the 14<sup>th</sup> day of June, 2021, Being the owner(s) of all the real property hereinafter described, did file with the Town Clerk a petition asking that the said tract or parcel of land be annexed to and become a part of the Town of Elberta, and

**WHEREAS**, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Elberta, and

**WHEREAS**, the governing body did determine that it is in the public interest that said property be annexed to the Town of Elberta and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975:

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF ELBERTA, ALABAMA, AS FOLLOWS:**

Section 1. The Council of the Town of Elberta, Alabama, finds and declares as the legislative body of the Town that it is in the best interests of the citizens of the Town, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the Town of Elberta.

Section 2. The boundary lines of the Town of Elberta, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory hereto before encompassed by the corporate limits of the Town of Elberta, Alabama, and in addition thereto the following described territory, to-wit;

Commencing at the purported Northwest corner of the Northeast Quarter of the Northeast Quarter, of Section 7, Township 8 South, Range 5 East, Baldwin County, Alabama; thence run South 41°06'09" West, a distance of 52.82 feet to the South right-of-way of County Road No. 20 as it runs North and South, said point being the Point of Beginning; thence run South 00°21'49" East, a distance of 621.92 feet to a point; thence run North 89°47'47" West a distance of 337.44 feet to a point; thence run North 06°46'53" West, a distance of 626.61 feet to a point on the South right-of-way line of the above mentioned County Road No. 20; thence run South 89°47'13" East, along said right of way a distance of 407.48 feet to the Point of Beginning.

Section 3: As a provision of this ordinance PETITIONER requests that this property be pre-zoned as GENERAL BUSINESS (GB), upon annexation. In the event that the pre-zoning of GB is not awarded, the annexation petition is withdrawn and the property shall be de-annexed from the corporate limits of the Town of Elberta, Alabama.

Section 4: This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 5: The territory described in this ordinance shall become a part of the corporate limits of Elberta, Alabama, upon publication of this ordinance as set forth in Section 3 above.

Done this the 20<sup>th</sup> day of July, 2021

ATTEST

Caryn Woerner, Town Clerk

Jim Hamby, Mayor

1930919

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR., PROBATE JUDGE  
Filed cert. 7/22/2021 2:07 PM  
TOTAL \$ 25.00  
5 Pages

ELBERTA, AL



fur das gute Leben

"for the good life"

## PETITION FOR ANNEXATION

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the Town of Elberta, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the Town of Elberta, a municipal corporation, that said property be annexed into the Town of Elberta pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS, further petition that the Honorable Mayor and Town Council of the Town of Elberta, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property. We, the undersigned PETITIONERS, further petition that this property be pre-zoned as GB upon annexation.

We, the undersigned PETITIONERS also ask that the Honorable Mayor and Town Council of the Town of Elberta, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

Dated this 14<sup>th</sup> day of June, 2021.

Harry B. Archer  
Authorized Agent

STATE OF ALABAMA  
COUNTY OF BALDWIN

On this 14<sup>th</sup> day of June, 2021, before me personally appeared Harry B. Archer, Agent, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

Caryn Hall Weir  
Notary Public  
State of Alabama at Large  
My Commission expires: 07/09/2024

STATE OF ALABAMA  
COUNTY OF BALDWIN

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

\_\_\_\_\_  
Notary Public  
State of Alabama at Large  
My Commission expires: \_\_\_\_\_

ELBERTA



fur das gute Leben  
"for the good life"

## TOWN OF ELBERTA

Planning and Zoning  
(251) 986-6174

Caryn Woerner  
pandzinfo@townofelberta.com

### Annexation

#### AGENT AUTHORIZATION FORM

I, We authorize and permit Jon Archer or Harry Archer to act as my/our representative and agent in any manner regarding an application which relates to property described as tax parcel ID # or PPIN# 05-62-03-07-0-001-002-003 with a physical address of: \_\_\_\_\_ . I/We understand that the agent representation may include but not limited to decisions relating to status, conditions, or withdrawal of this application. In understanding this, I/We release the Town of Elberta from any liability resulting from actions made on my/our behalf by the authorized agent or representative.

Note: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

PROPERTY OWNERS(S):

Kenneth J. Winter  
Name Printed:

Date: 6/14/21

Signature: Kenneth J. Winter

Name Printed:

Signature:

Address:

City / State:

Phone:

Email Address:

AUTHORIZED AGENT:

Date: 6/14/2021

Jon Archer or Harry Archer  
Name Printed:

Signature: Harry B Archer

P.O. Box 277 Magnolia Springs, AL 36555  
Address:

City / State:

251-454-9791  
Phone:

archercattle@gmail.com  
Email Address:

Form Date: 03/2020

# Exhibit A

Commencing at the purported Northwest corner of the Northeast Quarter of the Northeast Quarter, of Section 7, Township 8 South, Range 5 East, Baldwin County, Alabama; thence run South  $41^{\circ}06'09''$  West, a distance of 52.82 feet to the South right-of-way of County Road No. 20 as it runs North and South, said point being the Point of Beginning; thence run South  $00^{\circ}21'49''$  East, a distance of 621.92 feet to a point; thence run North  $89^{\circ}47'47''$  West a distance of 337.44 feet to a point; thence run North  $06^{\circ}46'53''$  West, a distance of 626.61 feet to a point on the South right-of-way line of the above mentioned County Road No. 20; thence run South  $89^{\circ}47'13''$  East, along said right of way a distance of 407.48 feet to the Point of Beginning.

Tax PARCEL:

05-62-03-07-0-001-002.003



EXHIBIT B-05-62-03-07-0-001-002-003

≡ Baldwin County Parcel Viewer

Find address or place



GB / General Business - Pre Zoning REQUEST  
\*- Grandfathered Use as Residential



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1223, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

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

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Declaration of a State of Local Emergency - Coronavirus (COVID-19) Pandemic Response

### **STAFF RECOMMENDATION**

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

Adopt a Declaration of a State of Local Emergency, declaring a state of local emergency due to the necessity of precautionary measures and preparations that must be taken by the Baldwin County Commission related to the Coronavirus (Covid-19) pandemic which pose a hazard to the safety and welfare of the general public.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** See dates below.

**Background:** At this time, Zach Hood, EMA Director, recommends the Commission declare a State of Local Emergency as relates to the Coronavirus (COVID-19) Pandemic response due to the uptick of Covid cases in Baldwin County, Alabama.

### **PREVIOUS COMMISSION ACTION:**

March 14, 2020 - The Commission adopted a Declaration of a State of Local Emergency related to the Coronavirus (COVID-19) Pandemic.

July 20, 2021 - The Commission adopted a Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency terminating and lifting a Declaration of a State of Local Emergency in regard to the Coronavirus (COVID-19) Pandemic.

### **FINANCIAL IMPACT**

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



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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

Admin. staff - Print all attachments and have Declaration doc signed/sealed, scan the document and save final, signed documents to: 9/7/2021 reg mtg correspondence folder

For press/social media purposes:

Sherry-Lea Bloodworth Botop  
Shannon Spivey  
Kathy Agerton

FYI: Brad Hicks, County Attorney

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



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

STATE OF ALABAMA            )  
COUNTY OF BALDWIN        )

**DECLARATION OF A STATE OF LOCAL EMERGENCY**

DECLARING A STATE OF LOCAL EMERGENCY DUE TO THE NECESSITY OF PRECAUTIONARY MEASURES AND PREPARATIONS THAT MUST BE TAKEN BY THE BALDWIN COUNTY COMMISSION RELATED TO THE CORONAVIRUS (COVID-19) PANDEMIC WHICH POSE A HAZARD TO THE SAFETY AND WELFARE OF THE GENERAL PUBLIC.

WHEREAS, on this date, the necessity of precautionary measures and preparations that must be taken by the Baldwin County Commission related to the Coronavirus (COVID-19) pandemic that threaten the safety and welfare of persons in Baldwin County, Alabama, and, furthermore, said public health hazard threatens the economic functions of Baldwin County, Alabama; now therefore

IT IS DECLARED, that a state of local emergency is hereby proclaimed for Baldwin County, Alabama, due to the necessity of precautionary measures and preparations that must be taken by the Baldwin County Commission related to the Coronavirus (COVID-19) pandemic in Baldwin County, Alabama, commencing at \_\_\_\_\_ a.m./p.m., on \_\_\_\_\_, 2021.

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

FURTHER, IT IS ORDERED, that this instrument, entitled "Declaration of a State of Local Emergency," shall become effective commencing at \_\_\_\_\_ a.m./p.m., on \_\_\_\_\_, 2021.

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

IT IS DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Commissioner Joe Davis, III, Chairman  
Baldwin County Commission

*ATTEST:*

\_\_\_\_\_  
Wayne Dyess, County Administrator  
Baldwin County Commission

*AS ADVISED BY:*

\_\_\_\_\_  
Zachary Hood, Director  
Baldwin County Emergency Management Agency



STATE OF ALABAMA  
**PROCLAMATION**  
BY THE GOVERNOR

**WHEREAS** the Alabama Emergency Management Act of 1955, as amended, confers upon the Governor the power to proclaim a state of emergency when a public health emergency has occurred or is reasonably anticipated in the immediate future, *see* Ala. Code § 31-9-8;

**WHEREAS** I originally issued an emergency proclamation with respect to COVID-19 on March 13, 2020, and supplemental emergency proclamations to further address the occurrence of COVID-19 in the State of Alabama on the following dates: March 18, 20, 23, and 26 of 2020; April 2, 3, and 13 of 2020; May 8 and 21 of 2020; June 9 and 30 of 2020; July 2, 15, and 29 of 2020; August 21 and 27 of 2020; September 30, 2020; November 5, 2020; December 9 and 11 of 2020; January 21, 2021; March 4, 12, and 22 of 2021; April 7, 2021; and May 3, 2021;

**WHEREAS**, on July 6, 2021, I issued a proclamation terminating the public health emergency, noting that “although the pandemic is not over, our healthcare systems are better equipped to treat the COVID-19 virus, and effective vaccines are readily available;”

**WHEREAS**, in the approximately five weeks since the termination of the original COVID-19 public health emergency, COVID-19-related hospitalizations in Alabama have climbed from 235 (as of July 6, 2021) to 2,441 (as of August 12, 2021) — more than 10 times as many;

**WHEREAS** the current number of COVID-19-related hospitalizations is quickly approaching the record number of COVID-19-related hospitalizations in Alabama of 3,084, recorded on January 11, 2021;

**WHEREAS**, as of August 12, 2021, 95 percent of beds in intensive care units in Alabama hospitals were occupied, resulting in the lowest ICU-bed availability since the beginning of the COVID-19 pandemic;

**WHEREAS** State Health Officer Scott Harris on August 12, 2021, warned that current hospitalizations in Alabama could surpass the record set in January 2021 by next week, and that the steep rise in COVID-19 cases has put “extreme stress” on Alabama hospitals; and

**WHEREAS** the COVID-19 virus persists in Alabama and the nation, and it continues to present a serious threat to public health, taxing Alabama hospitals, many of whom were already struggling to staff their facilities;

**NOW, THEREFORE**, I, Kay Ivey, Governor of the State of Alabama, on the recommendation of the State Health Officer and pursuant to relevant provisions of the Alabama Emergency Management Act of 1955, as amended, Ala. Code §§ 31-9-1 *et seq.*, do hereby declare that a state public health emergency exists in the State of Alabama for the disease referenced as “COVID-19” in my March 13, 2020 proclamation and which reference has and continues to include all existing and future variants, mutations, and forms of the virus (SARS-CoV-2) throughout this pandemic, as well as all existing or

future variants, mutations, or forms of COVID-19 that are not considered to have been included in that reference, if any. I direct the appropriate state agencies to exercise their statutory and regulatory authority to assist the communities and entities affected. I also direct the Alabama Department of Public Health and the Alabama Emergency Management Agency to seek federal assistance as may be available and appropriate.

**FURTHER**, I hereby proclaim and direct all of the following:

### **I. Cutting red tape for healthcare providers**

To accommodate surging numbers of COVID-19 patients requiring treatment in hospitals, I find that it would promote the safety and protection of the civilian population to adopt measures that expand the capacity of the healthcare workforce operating in such facilities. To that end:

#### **A. Emergency care in hospitals**

1. A hospital, meaning a general acute care hospital, a critical access hospital, or a specialized hospital licensed as such by the Alabama Department of Public Health, with an immediate need to employ or relocate Certified Registered Nurse Practitioners (CRNPs), Certified Nurse Midwives (CNMs), Physician Assistants (PAs), Certified Registered Nurse Anesthetists (CRNAs), and Anesthesiology Assistants (AAs), within the facility to meet the increased demand for healthcare services created by an influx of patients suffering from or affected by COVID-19 may implement these provisions.
2. The hospital's chief of the medical staff or medical director, or his or her physician designee, may collaborate with or supervise an unlimited number of CRNPs, CNMs, PAs, and AAs, and provide direction to an unlimited number of CRNAs for the purpose of meeting the increased demand for healthcare services created by an influx of patients suffering from or affected by COVID-19.
3. CRNPs, CNMs, PAs, and AAs practicing under the supervision of, or in collaboration with, a hospital's chief of the medical staff or medical director or his or her physician designee, may implement the standard protocol and formulary approved by the Alabama State Board of Medical Examiners (and for CRNPs and CNMs, the Alabama Board of Nursing), and practitioners who have previously been approved for additional skills or drugs shall retain those authorizations. A hospital may authorize additional skills and formulary, excluding controlled substances, within its emergency protocols, so long as they are within the CRNP, CNM, PA, or AA's education, training, and, where applicable, current national certification recognized by the Alabama Board of Nursing.
4. CRNAs practicing under the direction of, and AAs practicing under a registration with, a hospital's chief of the medical staff or medical director, or his or her physician designee, are authorized to determine, prepare, monitor, or administer such legend and controlled medications as are necessary for the performance of anesthesia-related services, airway management services (whether or not associated with the provision of anesthesia), and other acute care services within the scope of their practice as determined by their education, training, and current national certification(s) by the National Board of Certification and Recertification for Nurse Anesthetists or other certifying body approved by the Board of Nursing.

5. These provisions are limited to CRNPs, CNMs, PAs, and AAs, practicing in a hospital setting pursuant to a collaborative or supervisory practice with a physician, and CRNAs practicing under the direction of a physician, as described in these provisions. CRNPs, CNMs, and CRNAs who possess an active, unencumbered registered nurse license and equivalent advanced practice approval issued by the appropriate licensing board of another state, the District of Columbia, or a province of Canada, are authorized to practice in the covered hospitals to the same degree as those CRNPs, CNMs, and CRNAs with an Alabama certificate of qualification are authorized under these provisions.
  6. Any hospital implementing these provisions shall be charged with keeping accurate records thereof and shall submit monthly reports on the utilization of CRNPs, CNMs, CRNAs, PAs, and AAs to the Alabama State Board of Medical Examiners and Alabama Board of Nursing.
- B. **Practice by out-of-state healthcare practitioners.** The Board of Pharmacy, the Board of Nursing, the Medical Licensure Commission, and the State Board of Medical Examiners may adopt emergency rules pursuant to this proclamation to allow expedited licensures and/or temporary permits for the practice of pharmacy, nursing, and medicine by individuals in possession of active, unencumbered licenses in other states. Said licenses and/or permits shall be limited to the care of Alabama patients in in-patient units, emergency departments, or other acute care units located within a general acute care hospital, a critical access hospital, or a specialized hospital licensed as such by the Alabama Department of Public Health, if not already authorized by rule.

## II. Expanding capacity of healthcare facilities

Because the increasing number of patients requiring treatment for COVID-19 is placing a strain on the resources of healthcare facilities, I find that it would promote the safety and protection of the civilian population to adopt measures to expedite permitting and provide temporary relief from certain laws and rules concerning the State's healthcare infrastructure. To that end, the State Health Planning and Development Agency is authorized and directed under Ala. Admin Code r. 410-1-10-.05 and Ala. Admin. Code r. 410-2-5-.09 to provide for temporary waivers to the Certificate of Need process to permit new services, facilities, and other resources needed for treatment of patients affected by the appearance of COVID-19, or to free up bed and treatment space at existing healthcare facilities to permit such needed treatment.

## III. Alternative standards of care

I find that COVID-19 cases could overwhelm the healthcare facilities and personnel of this State and undermine their ability to deliver patient care in the traditional, normal, and customary manner or using the traditional, normal, and customary standards of care. To that end:

- A. Healthcare facilities that have invoked their emergency operation plans in response to this public health emergency may implement the "alternative standards of care" plans provided therein, and those alternative standards of care are declared to be the state-approved standard of care in healthcare facilities to be executed by healthcare professionals and allied professions and occupations providing services in response to this outbreak.
- B. These alternative standards of care shall serve as the "standard of care" as defined in section 6-5-542(2), Code of Alabama, for the purposes of section 6-5-540 *et seq.* The "degree of care" owed to patients by licensed, registered, or certified healthcare professionals and healthcare facilities for the purposes of section 6-5-

484 shall be the same degree of care set forth in the alternative-standards-of-care plans.

- C. All healthcare professionals and assisting personnel executing the alternative-standards-of-care plans in good faith are hereby declared to be "Emergency Management Workers" of the State of Alabama for the purposes of the Alabama Emergency Management Act of 1955, Ala. Code §§ 31-9-1 *et seq.*
- D. Nothing contained in this proclamation shall be construed to amend, abrogate, limit, preempt, or otherwise supersede the provisions of Alabama Act No. 2021-4.

From at least March 13, 2020, continuing through today, COVID-19 has constantly changed, and this proclamation of a public health state of emergency is intended to address the impact of COVID-19 and of any and all variants, mutations, and forms thereof, notwithstanding the July 6, 2021 proclamation terminating the state of emergency.

#### IV. Public Meetings

I find that the government response to COVID-19 requires a careful balance between concerns for public health and safety (including the effectiveness of COVID-19 mitigation strategies), the continued operations of government, and the right of the public to the open conduct of government. To that end:

- A. Notwithstanding any provision of state law, members of a governmental body, as defined in the Open Meetings Act, or members of any other governmental entity or quasi-governmental entity created pursuant to a state statute or municipal ordinance, may participate in a meeting – and establish a quorum, deliberate, and take action – by means of telephone conference, video conference, or other similar communications equipment only if the communications equipment used to conduct the meeting allows all members of the governmental body or entity participating in the meeting to see and hear one another at the same time and allows members of the public to hear all members, and, if allowed, to participate.
- B. No less than twenty-four hours following the conclusion of a meeting conducted pursuant to this section, a governmental body or entity shall post a written summary or video or audio recording of the meeting in a prominent location on its website – or, if it has no website, in any other location or using any other method designed to provide reasonable notice to the public. Any written summary posted pursuant to this subsection shall recount the deliberations conducted and the actions taken with reasonable specificity to allow the public to understand what happened.
- C. Nothing in this section shall be construed to alter, amend, or modify any other provision of the Open Meetings Act, including the notice requirements found in section 36-25A-3 and the enforcement, penalty, and remedy provisions found in section 36-25A-9. Any action or actions taken in violation of subsection A will be deemed invalid. To the maximum extent possible, the terms used in this section shall have the same meaning as the terms defined in section 36-25A-2 of the Open Meetings Act.
- D. Notwithstanding any provision of state law, any meeting or public hearing of a body or entity described in subsection A that is scheduled by law to occur during this state public health emergency may be postponed by the chair or other person responsible for setting it. The chair or other person shall provide notice of the postponement in a manner consistent with the provisions of section 36-25A-3 of the Open Meetings Act and shall reschedule the meeting or public hearing as provided by law.



## **V. Transportation of Emergency Equipment, Services, and Supplies**

I instruct the appropriate agencies to take the necessary steps and issue the appropriate documents to expedite the movement of vehicles, or vehicles and loads, that are transporting emergency equipment, services and supplies related to COVID-19 response and mitigation efforts, subject to the following rules:

- A. Documents issued under authority of this proclamation shall be subject to approval and clearance by the Alabama Department of Transportation and the Alabama Law Enforcement Agency and shall cover designated state routes.
- B. The director of the Alabama Department of Transportation, or his designee, may issue waivers for vehicles or combinations of vehicles and loads, whether those loads are divisible or non-divisible, with weights, dimensions, or combinations thereof exceeding the maximum limits specified by law.
- C. Transporters are responsible for ensuring that they have proper oversize signs, markings, flags, and escorts as defined in the State of Alabama's rules and regulations.
- D. Insurance requirements shall not be waived.

Nothing in this proclamation shall be construed to allow any vehicle to exceed the weight limits posted for bridges and like structures, nor shall anything in this proclamation be construed to relieve any vehicle or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this proclamation, or from any statute, rule, order, or other legal requirement not specifically waived herein.

## **VI. Waiver of certain federal hours-of-service requirements**

Pursuant to 49 C.F.R. § 390.23, this declaration of a state of emergency facilitates a waiver of certain regulations of the U.S. Department of Transportation Federal Motor Carrier Safety Administration (FMCSA), including 49 C.F.R. Part 395 (Hours of Service for Drivers), as it relates to the provision of emergency-or disaster-related materials, supplies, goods, and services. This waiver shall terminate at the earliest of (1) the conclusion of the motor carrier's or driver's direct assistance in providing emergency relief; (2) the issuance of a proclamation terminating this State of Emergency; or (3) any other time dictated by the FMCSA's regulations. Motor carriers that have an out-of-service order in effect may not take advantage of the relief from regulation that this declaration provides under 49 C.F.R. § 390.23.

## **VII. Procurement of emergency-related supplies**

I find that state agencies and local awarding authorities may be required to procure goods or services to properly and adequately respond to the public health threat posed by COVID-19. Therefore, this proclamation shall satisfy the notice and writing requirements of the emergency provisions found in sections 41-16-23 and 41-16-53 of the competitive bid law. I hereby authorize state agencies and local awarding authorities to enter into contracts for goods and services without public advertisement to the extent necessary to respond to COVID-19. State agencies and local awarding authorities shall maintain accurate and fully itemized records of all expenditures made pursuant to this section.

## **VIII. Reimbursement for certain state employees**

I proclaim that it is appropriate that those State of Alabama employees who are required to perform COVID-19 response or mitigation services away from their home base of operations be reimbursed for the actual expenses they incur while performing services on behalf of the State of Alabama. Therefore, I authorize the reimbursement of

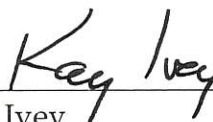
actual and necessary expenses, as prescribed by the Fiscal Policies and Procedures Manual, for state employees who have been, are being, or may be called away from their home base for the purpose of directly responding to or mitigating COVID-19. All such claims for expense reimbursement must be reasonable and must be certified as such by the employee's agency head or appointing authority. State employees seeking reimbursement pursuant to this section may be required to submit additional documentation or substantiating records to the State Comptroller's Office before reimbursement is made.

**FURTHER**, to the extent a provision in this supplemental proclamation conflicts with any provision of state law, that provision of state law is hereby suspended for the duration of this state of emergency, and this proclamation shall control.

**FURTHER**, I declare that this proclamation and all subsequent orders, laws, rules, or regulations issued pursuant hereto shall remain in full force and effect for the duration of the public health emergency unless rescinded or extended by proclamation.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal to be affixed by the Secretary of State at the State Capitol in the City of Montgomery on this 13th day of August 2021.

  
\_\_\_\_\_  
Kay Ivey  
Governor

ATTEST:

  
\_\_\_\_\_  
John H. Merrill  
Secretary of State



## **Baldwin County COVID-19 Situation Summary: 2020-2021**

Hurricanes and severe weather are typically the first types of incidents that come to mind when the term “disaster” is mentioned in Baldwin County, Alabama. However, 2020 changed that. Placing our historic 2020 hurricane season aside, this summary focuses on Baldwin County’s ongoing response to the COVID-19 pandemic. This summary is intended to cover events and challenges spanning the duration of the pandemic.

On March 13, 2020, President Trump declared a National Emergency because of COVID-19, and Governor Ivey declared a state of emergency for Alabama. On March 14, 2020, the Baldwin County Commission declared a local state of emergency.

With the Governor’s and the Commission’s declarations, major changes occurred in the county:

- County-owned facilities were either immediately closed to the public, granted limited public access, or switched to a digital-service and/or phone format.
- The governor closed the beaches and “non-essential” and close contact businesses.
- Certain public gatherings were suspended.
- Governor Ivey issued a Stay-at-Home Order for Alabama.

The Baldwin County Commission recognized a need for balance between protecting Baldwin citizens and responding to the pandemic as well as considerations for commerce:

- On April 28, 2020, the Baldwin County Commission voted unanimously to begin a phased reopening of County facilities, set to begin May 4, 2020.
- On April 30, 2020, Alabama’s Stay at Home Order was replaced with the Safer at Home Order, and beaches and retail businesses reopened. The Safer at Home Order included a mask mandate from July 16, 2020, through April 9, 2021.
- The Baldwin County Commission formed Baldwin Together, a county-wide, long-term recovery effort for those impacted by COVID-19. The program started September 1, 2020, and continues to assist residents of Baldwin County. To date, the program has served 234 cases and has allocated \$154,101.65.
- On December 28, 2020, the Baldwin County Health Department began COVID-19 vaccinations for healthcare workers and EMS personnel.
- On January 19, 2021, COVID-19 vaccinations were moved from the Baldwin County Health Department to the Daphne Civic Center, where a Mass Vaccination Clinic had been set up.
- On February 2, 2021, the Mass Vaccination Clinic moved from the Daphne Civic Center to OWA in Foley.
- The week of March 8, 2021, the vaccination clinic was moved from OWA back to the Baldwin County Health Department in Robertsdale.

At this point, and after two COVID-19 surges, the number of positive cases were the lowest they had been. The healthcare systems were finally experiencing some reprieve.

- Alabama's mask mandate expired April 9, 2021, and the state transitioned from the Safer at Home Order to the Safer Apart Order. Governor Ivey emphasized personal responsibility.
- The Safer Apart Order expired May 31, 2021.
- The Governor's state of emergency expired July 6, 2021.
- The Commission's local state of emergency expired July 20, 2021.

Then, we began seeing a third surge of positive cases, and the healthcare system became taxed once again.

- Baldwin County is now considered a COVID hotspot.
- Our Health and Medical Lifeline transitioned from yellow to red indicating disruption of critical services.
- Federal resource requests have been submitted.
- A COVID-19 testing site was activated at the PZK Hall to decompress the burden on the hospitals.
- As of August 25, 2021, Baldwin County Emergency Management Agency conducted its 148<sup>th</sup> briefing with its ESF8 Health and Medical partners.

Moving forward Baldwin County Emergency Management Agency will continue to plan for, respond to, recover from, and mitigate both natural and human-caused disasters in Baldwin County. Recoveries from COVID-19 and Hurricane Sally are ongoing while we remain diligent in assessing and forecasting the needs of the county. We are providing support to our partners during this third surge of COVID-19 by maintaining situational awareness, filling resource gaps, and coordinating with stakeholders to prepare for future potential impacts.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1245, **Version:** 1

**Item #:** BA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Commissioner Billie Jo Underwood, District 3; Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Resolution #2021-120 of the Baldwin County Commission - Amending the "Divisional Resolution of the Baldwin County Commission"

### **STAFF RECOMMENDATION**

Adopt Resolution #2021-120 (Divisional Resolution of the Baldwin County Commission), which amends Resolution #2020-089 of the Baldwin County Commission, said amendment related to revising the location where certain Baldwin County Commission Regular meetings shall be held, said changes being effective on October 1, 2021.

### **BACKGROUND INFORMATION**

**Background:** The "Divisional Resolution of the Baldwin County Commission" provides for certain designations of Baldwin County Commission's duties and other procedural requirements found in Alabama law (whether Baldwin County local law or general Alabama law).

This request is for the Baldwin County Commission to amend the Resolution to change the location of the second regularly scheduled meeting each month (third Tuesday of each month) to be held at the Fairhope Satellite Courthouse, 2nd Floor Commission Chambers.

The first regularly scheduled meeting of each month (first Tuesday of each month) will continue to be held in the Bay Minette County Administration Building Commission Chambers.

This item was discussed during the August 16, 2021, Work Session. At this time, staff is bringing forward an agenda item approving the changes as requested.

**Previous Commission action/date:** See below.

January 5, 2021 - Due to scrivener's error in the "Divisional Resolution of the Baldwin County Commission," codified as Resolution #2020-089 of the Baldwin County Commission, which was adopted June 2, 2020, corrected the misspelling in the title of the document from "AMENMENT" to "AMENDMENT" and reconfirmed the "Divisional Resolution of the Baldwin County Commission," codified as Resolution #2020-089 of the Baldwin County Commission which effected certain

procedural requirements and prescribed other permitted duties as enumerated at Act No. 239 (1931), as amended, and other applicable law.

June 2, 2020 - Adopted Resolution #2020-089 (Divisional Resolution of the Baldwin County Commission), which amends Resolution #2020-050 of the Baldwin County Commission, said amendment related to rescheduling the Baldwin County Commission Work Session meetings.

January 7, 2020 - Adopted Resolution #2020-050 (Divisional Resolution of the Baldwin County Commission), which amends Resolution #2019-084 of the Baldwin County Commission, said amendment related to cancelling the Baldwin County Commission Department Head meetings; and Reconfirmed the "Divisional Resolution of the Baldwin County Commission," codified as Resolution #2020-050 of the Baldwin County Commission which effected certain procedural requirements and prescribed other permitted duties as enumerated at Act No. 239 (1931), as amended, and other applicable law.

May 7, 2019 - Adopted Resolution #2019-084 (Divisional Resolution of the Baldwin County Commission), which amends Resolution #2019-001 of the Baldwin County Commission, said amendment related to revising the location where the Baldwin County Commission Road and Bridge Division meetings shall be held.

January 2, 2019 - Due to scrivener's error in the "Divisional Resolution of the Baldwin County Commission," codified as Resolution #2019-001 of the Baldwin County Commission, which was adopted November 14, 2018, corrected certain dates (month/year) in the rotation schedule listed for the Baldwin County Commission Work Session meetings; and Reconfirmed the "Divisional Resolution of the Baldwin County Commission," codified as Resolution #2019-001 of the Baldwin County Commission which effected certain procedural requirements and prescribed other permitted duties as enumerated at Act No. 239 (1931), as amended, and other applicable law.

November 14, 2018 - Resolution #2019-001 was adopted during the Baldwin County Commission's first Regular (Organizational) Meeting for the 2018-2022 Term.

### **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, if approved. Public Notices to be sent to media and posted at the Courthouses and County website.

**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:** To be completed immediately after approval.

**Individual(s) responsible for follow up:** If approved, complete following:

1) Administration:

Send Public Notice to Media/BCC Contacts

Upload Notice to county website

Post Notices at courthouse and facilities

Update Legistar calendar/Insite online meetings calendar (revise meeting locations)

Update Upload Log

Update 4BCC Outlook Calendar (revise meeting locations, review recipients in email group to ensure they are up to date, 4BCC, WD, RC, CH, Admin, SLB)

Email Facility Coordinators (4BCC Assistants) for meeting room

Notify CIS for audio/video set up

2) Upload fully executed Resolution to BCAP (save in Commissioner files)

3) Revise 2021 BCC Meetings Notice

Send Public Notice to Media/BCC Contacts

Upload Notice to county website

Post Notices at courthouse and facilities

**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 #2021-120  
OF THE  
BALDWIN COUNTY COMMISSION***

**AMENDING RESOLUTION #2020-089 OF THE BALDWIN COUNTY COMMISSION (ADOPTED AT THE JUNE 2, 2020, REGULAR MEETING), SAID AMENDMENT RELATED TO REVISING THE LOCATION WHERE CERTAIN BALDWIN COUNTY COMMISSION REGULAR MEETINGS SHALL BE HELD.**

WHEREAS, at this time, the Baldwin County Commission desires to update the Divisional Resolution of the Baldwin County Commission to revise the location of certain meetings; now therefore BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that:

1) We hereby amend Resolution #2020-089 thereby repealing with deletions delineated by being ~~STRUCK THROUGH~~ and inclusions delineated by being UNDERLINED, as follows:

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

***RESOLUTION #2020-089  
OF THE  
BALDWIN COUNTY COMMISSION***

**AMENDING RESOLUTION #2020-050 OF THE BALDWIN COUNTY COMMISSION (ADOPTED AT THE JANUARY 7, 2020, REGULAR MEETING), SAID AMENDMENT RELATED TO RESCHEDULING THE BALDWIN COUNTY COMMISSION WORK SESSION MEETINGS.**

WHEREAS, at this time, the Baldwin County Commission desires to update the Divisional Resolution of the Baldwin County Commission to reschedule certain meetings; now therefore BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that:

1) We hereby amend Resolution #2020-050 thereby repealing with deletions delineated by being ~~STRUCK THROUGH~~ and inclusions delineated by being UNDERLINED, as follows:

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

***RESOLUTION #2020-050  
OF THE  
BALDWIN COUNTY COMMISSION***

**AMENDING RESOLUTION #2019-084 OF THE BALDWIN COUNTY COMMISSION (ADOPTED AT THE MAY 7, 2019, REGULAR MEETING), SAID AMENDMENT RELATED TO CANCELLING THE BALDWIN COUNTY COMMISSION DEPARTMENT HEAD MEETINGS.**

WHEREAS, at this time, the Baldwin County Commission desires to update the Divisional Resolution of the Baldwin County Commission to cancel certain meetings; now therefore BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that:

1) We hereby amend Resolution #2019-084 thereby repealing with deletions delineated by being ~~STRUCK THROUGH~~ and inclusions delineated by being UNDERLINED, as follows:

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

***RESOLUTION #2019-084  
OF THE  
BALDWIN COUNTY COMMISSION***

**AMENDING RESOLUTION #2019-001 OF THE BALDWIN COUNTY COMMISSION (ADOPTED AT THE NOVEMBER 14, 2018, REGULAR MEETING), SAID AMENDMENT RELATED TO REVISING THE LOCATION WHERE THE BALDWIN COUNTY COMMISSION ROAD AND BRIDGE DIVISION MEETINGS SHALL BE HELD.**

WHEREAS, at this time, the Baldwin County Commission desires to update the Divisional Resolution of the Baldwin County Commission to revise the location of certain meetings; now therefore BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that:

1) We hereby amend Resolution #2019-001 thereby repealing with deletions delineated by being ~~STRUCK THROUGH~~ and inclusions delineated by being UNDERLINED, as follows:



STATE OF ALABAMA       )  
COUNTY OF BALDWIN    )

**RESOLUTION #2019-001  
OF THE  
BALDWIN COUNTY COMMISSION**

**ENACTING AN INSTRUMENT TO BE COMMONLY KNOWN AS THE "DIVISIONAL RESOLUTION OF THE BALDWIN COUNTY COMMISSION" TO AUTHORIZE CERTAIN PROCEDURAL REQUIREMENTS AND PRESCRIBE OTHER PERMITTED AND AUTHORIZED DUTIES, AS ENUMERATED AT ACT NO. 239 (1931), AS AMENDED, AND OTHER APPLICABLE LAW.**

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, the Baldwin County Commission was established by a 1931 Act of the Legislature of Alabama, as amended by said Legislature of Alabama from time-to-time in subsequent years thereafter, which, collectively, are commonly referred to as Act No. 239, [Local Acts Alabama, 1931, p. 100] as amended [hereinafter referred to as "Act No. 239 (1931), as amended"]; and

WHEREAS, in addition to the duties, powers, jurisdiction, authority and privileges set forth in Act No. 239 (1931), as amended, the Baldwin County Commission exercises other additional authority as provided by the Constitution of Alabama 1901, General Laws of the State of Alabama and applicable Baldwin County Local Laws; and

WHEREAS, pursuant to §11-3-1 (e) of the Code of Alabama 1975, the Baldwin County Commission is required to meet on the Wednesday following the election and tabulation of provisional ballots pursuant to §17-10A-2 of the Code of Alabama 1975 of any one of its members whose term commences at 12:00 a.m. on the second Wednesday following the general election at which he or she is elected; and

WHEREAS, in Baldwin County, Alabama, during the November 6, 2018, General Election, County Commissioners were elected to compose the Baldwin County Commission requiring said honorable county governing body to convene as required by the aforementioned Alabama law; and

WHEREAS, on this date, November 14, 2018, during the regular meeting required by the aforementioned Alabama law, the Baldwin County Commission, respecting Act No. 239 (1931), as amended, coupled with the decision of the Supreme Court of the State of Alabama as found at *State ex rel. Whetstone v. Baldwin County*, 686 So.2d 220 (Ala.1996) and §45-2-72.01 of the Code of Alabama 1975 hereby adopts this instrument in order to authorize certain procedural requirements, and prescribe other permitted and authorized duties, as enumerated at Act No. 239 (1931), as amended, and other applicable law; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, pursuant to Section 7 of Act No. 239 (1931), as amended, and for the convenience and efficiency in the exercise and execution of the duties, powers, jurisdiction, authority and privileges, as enumerated in Act No. 239 (1931), as amended, the Baldwin County Commission is required to provide for the "Divisions," of the Baldwin County Commission, as follows:

**FIRST DIVISION  
Chairman and Purchasing Division Commissioner**

SECOND DIVISION  
**Road and Bridge Division Commissioner**

THIRD DIVISION  
**Finance and Taxation Division Commissioner**

FOURTH DIVISION  
**Industrial and Civic Division Commissioner**

FURTHER, BE IT RESOLVED, that, pursuant to Section 8 of Act No. 239 (1931), as amended, the duties required of each "Division," of the Baldwin County Commission, are as follows:

<u>FIRST DIVISION</u>
<b>Chairman and Purchasing Division Commissioner</b>

- (a) Shall be the presiding officer of the Baldwin County Commission; and
- (b) Shall sign the minutes of the proceedings of the Baldwin County Commission; and
- (c) Shall sign all warrants drawn on the County Treasury and all orders drawn on funds or disbursements of the County, except as otherwise directed by the Baldwin County Commission; and
- (d) Shall be such Office's duty to prepare the order of business and obtain information for the sessions of the Baldwin County Commission and see that all orders thereof are properly executed, except as otherwise directed by the Baldwin County Commission; and
- (e) Shall act as the Purchasing Agent for the County and all purchases for and on behalf of Baldwin County and the Baldwin County Commission or by any Division or employee of the Baldwin County Commission, and all purchases by and for any office, officer or employee of Baldwin County, except those under the jurisdiction of and acting as for the Baldwin County Board of Education and paid out of school funds, shall be made through the Chairman and Purchasing Commissioner; and
- (f) Such Office is directed and required to use all proper care in purchasing to the best interest of Baldwin County; and
- (g) Shall perform such services only under the direction and control of the entire Baldwin County Commission and in the manner directed by the Baldwin County Commission; and
- (h) In addition thereto, such Office shall perform all duties and have all rights, powers, jurisdiction, authority and privileges that may be granted to and required of the Chairman and Purchasing Division Commissioner by the Baldwin County Commission, and all duties, powers, jurisdiction, authority and privileges that are now or may hereafter be granted to and required by the presiding officer of the Courts of County Commissioners, Boards of Revenue, or other

governing bodies of the Counties by the General Laws of the State of Alabama, except as otherwise provided in this act; and

- (i) Shall give bond in the sum of \$5,000 payable to Baldwin County, conditioned upon the faithful performance of such Office's duties with lawful sureties, to be approved by the Judge of Probate of Baldwin County; and
- (j) Shall, upon requisition from any officer, Division or employee of Baldwin County, issue a purchase order for equipment, supplies and materials necessary and proper for the functioning of the county business, and attend the purchase of the same; and
- (k) At each meeting of the Baldwin County Commission, such Office shall have available for the Baldwin County Commission the details of all purchases made since the previous meeting, show the articles purchased, from who purchased, the price paid therefor, the quantity purchased, for what office, officer for Division the same was purchased, and the object for which said purchase was made and the requisition therefor to the end that the Baldwin County Commission as a whole and individually shall at all times be fully advised as to the expenditures made since the last preceding meeting.

<b>SECOND DIVISION</b>
<b>Road and Bridge Division Commissioner</b>

- (a) Shall have jurisdiction over the location, construction, maintenance and repair of the roads and bridges in Baldwin County under the jurisdiction of the Baldwin County Commission; and
- (b) Shall render all necessary and proper assistance to the State Highway Department in its operation in Baldwin County; and
- (c) Shall make requisition upon the Chairman and Purchasing Division Commissioner for all necessary and proper purchases of supplies, material, and equipment for the location, construction, maintenance and repair of the roads, provided, however, it shall not be necessary for such Office to make requisition for repair parts and for minor equipment before purchasing the same when the same is needed for immediate use, nor shall it be necessary for such Office to make requisition for authority to have minor repairs made on County road equipment and machinery, when to make such requisition would cause unnecessary and expensive delay; and
- (d) Shall budget the funds available for road location, construction, maintenance, and repair and allocate the fair and reasonable amount of such funds to the location, maintenance and repair and shall maintain necessary and proper labor and technical employees and proper equipment within the funds available for the proper location, construction, repair and maintenance of the roads and bridges in every section of Baldwin County, and such Office shall report to the Baldwin County Commission such budget and allocation of the funds, equipment, labors and employees, so that the Baldwin County

Commission may pass upon the same and make such recommendations, changes and directions as it shall deem to the interest of Baldwin County.

<b>THIRD DIVISION</b>
<b>Finance and Taxation Division Commissioner</b>

- (a) Shall be charged with the duty of acquiring all necessary and proper information for the Baldwin County Commission as to the financial condition of Baldwin County, and at each meeting have available for the Baldwin County Commission a complete statement showing all funds available and for what purpose created, all claims against Baldwin County and on which fund the same are chargeable, and shall from time to time prepare a general budget for Baldwin County so as to fairly and equitably allocate and apportion the funds of Baldwin County to its several services and shall from time to time determine the probable expenditures and the probable income of Baldwin County from all available sources; and
- (b) Shall gather all necessary and proper information as to the assessed valuation of property in Baldwin County; and
- (c) Shall in the exercise and discharge of such Office's duties report to the Baldwin County Commission at each meeting his actions and make recommendations relating to Baldwin County's finances to the end that Baldwin County's expenditures shall not exceed its income.

<b>FOURTH DIVISION</b>
<b>Industrial and Civic Division Commissioner</b>

- (a) Shall make a survey of the resources of Baldwin County and have the same available for the Baldwin County Commission from time to time, to the end that the agricultural, mineral, timber, water, labor and all other resources of Baldwin County shall be fully developed; and
- (b) Shall cooperate with the Department of Public Health, the Department of Public Welfare, the Agricultural Experiment Station, the Agricultural Extension Work Services, and the Federal and State Reforestation Services, as well as with all other services for the promotion of all its resources and render to them all proper assistance in their respective spheres of operation, and keep the Baldwin County Commission advised as to the activities and needs of the several departments and services; and
- (c) Shall cooperate with the several municipalities and communities in Baldwin County in the development of such communities and municipalities, and keep the Baldwin County Commission advised as to such Offices' activities relative thereto.

FURTHER, BE IT RESOLVED, that, as authorized at Section 11-3-20 of the Code of Alabama 1975 and pursuant to Section 7 of Act No. 239 (1931), as amended, and for the convenience and efficiency in the exercise and execution of the duties, powers, jurisdiction,



authority and privileges, as enumerated in Act No. 239 (1931), as amended, the Baldwin County Commission, further, invokes Section 11-3-20 of the Code of Alabama 1975, and said Section 7 of Act No. 239 (1931), as amended, and, collectively, authorizes and directs, as follows:

*The Chairman and Purchasing Division Commissioner shall serve as signatory for the Baldwin County Commission on all appropriate documents, such as resolutions, orders, contracts or directives as are necessary to carry out the official actions as adopted by the Baldwin County Commission in regular or special session assembled.*

FURTHER, BE IT RESOLVED, that, while Section 7 of Act No. 239 (1931), as amended, requires the Baldwin County Commission to designate its members into the aforementioned Division(s) **in January of each year**, the Baldwin County Commission, pursuant to the decision of the Supreme Court of the State of Alabama as found at *State ex rel. Whetstone v. Baldwin County*, 686 So.2d 220 (Ala.1996) and §45-2-72.01 of the Code of Alabama 1975 shall authorize the initial application of said designations on November 14, 2018, which, in fact, causes the Baldwin County Commission to invoke Section 7 of Act No. 239 (1931), as amended, which provides that said Baldwin County Commission retains the authority, **from time to time**, to change the "Division(s)" of the specific duties, powers, jurisdiction, authority and privileges within each of such "Division(s)" and, furthermore pursuant to said Section 7, preserves the authority to change, **at will**, the Commissioner from one "Division" to another, as limited by §45-2-72.01 of the Code of Alabama 1975 and, to this end, the Baldwin County Commission exercises its collective will to change the Commissioners, from one "Division" to another, to be effected per the time schedule as follows:

<p align="center"><b>YEAR 1 - Divisional Composition of the Members of the Baldwin County Commission November 14, 2018 - November 4, 2019</b></p>
<p align="center"><u>FIRST DIVISION</u> <b>Chairman and Purchasing Division Commissioner</b> District 4 Commissioner, Charles F. Gruber CHAIR</p>
<p align="center"><u>SECOND DIVISION</u> <b>Road and Bridge Division Commissioner</b> District 1 Commissioner, James E. Ball</p>
<p align="center"><u>THIRD DIVISION</u> <b>Finance and Taxation Division Commissioner</b> District 3 Commissioner, Billie Jo Underwood VICE CHAIR</p>
<p align="center"><u>FOURTH DIVISION</u> <b>Industrial and Civic Division Commissioner</b> District 2 Commissioner, Joe Davis, III</p>
<p align="center"><b>YEAR 2 - Divisional Composition of the Members of the Baldwin County Commission November 5, 2019 - November 2, 2020</b></p>
<p align="center"><u>FIRST DIVISION</u> <b>Chairman and Purchasing Division Commissioner</b> District 3 Commissioner, Billie Jo Underwood CHAIR</p>
<p align="center"><u>SECOND DIVISION</u> <b>Road and Bridge Division Commissioner</b> District 4 Commissioner, Charles F. Gruber</p>

<p style="text-align: center;"><u>THIRD DIVISION</u>  <b>Finance and Taxation Division Commissioner</b>  District 2 Commissioner, Joe Davis, III VICE CHAIR</p>
<p style="text-align: center;"><u>FOURTH DIVISION</u>  <b>Industrial and Civic Division Commissioner</b>  District 1 Commissioner, James E. Ball</p>
<p style="text-align: center;"><b>YEAR 3 - Divisional Composition of the Members of the Baldwin County Commission</b>  November 3, 2020 - November 1, 2021</p>
<p style="text-align: center;"><u>FIRST DIVISION</u>  <b>Chairman and Purchasing Division Commissioner</b>  District 2 Commissioner, Joe Davis, III CHAIR</p>
<p style="text-align: center;"><u>SECOND DIVISION</u>  <b>Road and Bridge Division Commissioner</b>  District 3 Commissioner, Billie Jo Underwood</p>
<p style="text-align: center;"><u>THIRD DIVISION</u>  <b>Finance and Taxation Division Commissioner</b>  District 1 Commissioner, James E. Ball VICE CHAIR</p>
<p style="text-align: center;"><u>FOURTH DIVISION</u>  <b>Industrial and Civic Division Commissioner</b>  District 4 Commissioner, Charles F. Gruber</p>
<p style="text-align: center;"><b>YEAR 4 - Divisional Composition of the Members of the Baldwin County Commission</b>  November 2, 2021 - November 8, 2022</p>
<p style="text-align: center;"><u>FIRST DIVISION</u>  <b>Chairman and Purchasing Division Commissioner</b>  District 1 Commissioner, James E. Ball CHAIR</p>
<p style="text-align: center;"><u>SECOND DIVISION</u>  <b>Road and Bridge Division Commissioner</b>  District 2 Commissioner, Joe Davis, III</p>
<p style="text-align: center;"><u>THIRD DIVISION</u>  <b>Finance and Taxation Division Commissioner</b>  District 4 Commissioner, Charles F. Gruber VICE CHAIR</p>
<p style="text-align: center;"><u>FOURTH DIVISION</u>  <b>Industrial and Civic Division Commissioner</b>  District 3 Commissioner, Billie Jo Underwood</p>

FURTHER, BE IT RESOLVED, that, as required by Section 11 of Act No. 239 (1931), as amended, any three of said Commissioners shall constitute a quorum for the transaction of business which is compliant to Section 11-3-7 of the Code of Alabama 1975 which requires a majority of members of the Baldwin County Commission to constitute a quorum.

FURTHER, BE IT RESOLVED, that, pursuant to, but not limited to, a decision by the honorable Supreme Court of the State of Alabama as found at *Ex parte Meeks*, 682 So.2d 423 (Ala.1996), the "Chairman and Purchasing Division Commissioner" is entitled to vote on all matters coming before the Baldwin County Commission.

FURTHER, BE IT RESOLVED, that, as required by §45-2-72.01 of the Code of Alabama 1975, the Office of "Chairman and Purchasing Division Commissioner" shall rotate in the chronological sequence as provided for in this resolution; however, notwithstanding the chronological sequence provided for by this instrument setting forth the rotation with the Office of "Chairman and Purchasing Division Commissioner" and pursuant to §45-2-72.01 of the Code of Alabama 1975 a member may decline to serve in the Office of "Chairman and Purchasing Division Commissioner" during all or part of the period of his or her rotation by the submission of a written statement to the Baldwin County Commission, and the Baldwin County Commission shall select a member to serve as chair during the rotation period of the member.

FURTHER, BE IT RESOLVED, that, as authorized at §11-3-20 of the Code of Alabama 1975 and as directed by this instrument, and, further, pursuant to Section 7 of Act No. 239 (1931), as amended, and for the convenience and efficiency in the exercise and execution of the duties, powers, jurisdiction, authority and privileges, as enumerated in Act No. 239 (1931), as amended, the Baldwin County Commission, further, invokes §11-3-20 of the Code of Alabama 1975 and Section 7 and, collectively, authorizes, directs and elects one member of Baldwin County Commission to serve, ***only in the temporary absence of the "Chairman and Purchasing Division Commissioner,"*** as "Chairman and Purchasing Division Commissioner" and at all other times shall be styled, in addition to their prescribed "Division" Commissioner duties, as "**Vice Chairman of the Baldwin County Commission**" per the following time schedule, as follows:

<b>November 14, 2018, through November 4, 2019</b> District 3 Commissioner, Billie Jo Underwood
<b>November 5, 2019, through November 2, 2020</b> District 2 Commissioner, Joe Davis, III
<b>November 3, 2020, through November 1, 2021</b> District 1 Commissioner, James E. Ball
<b>November 2, 2021, through November 8, 2022</b> District 4 Commissioner, Charles F. Gruber

and, to such end, said member of the Baldwin County Commission, in the aforementioned time schedule, acting as "Chairman and Purchasing Division Commissioner" and only in the temporary absence of the "Chairman and Purchasing Division Commissioner," is authorized to exercise any and all duties related to said "Chairman and Purchasing Division Commissioner;" notwithstanding the aforementioned, said member of the Baldwin County Commission, while acting in the temporary absence of the "Chairman and Purchasing Division Commissioner" and as acting "Chairman and Purchasing Division Commissioner," shall, also, accomplish any and all duties required of such "Division" Commissioner as primarily designated by this instrument.

FURTHER, BE IT RESOLVED, that, with respect for §36-25A-1, et seq., Code of Alabama 1975 and as required by Section 11-3-8 (a), Code of Alabama 1975, the Baldwin County Commission at this first county commission meeting held pursuant to Section 11-3-1 of the Code of Alabama 1975, establishes the days of the month on which **REGULAR MEETINGS** of the Baldwin County Commission shall be held, as follows:

For the purpose of conducting the public business affairs of the Baldwin County Commission, said Baldwin County Commission shall meet, in regular session assembled, in the County Commission Chambers, at the Baldwin County Administration Building, located at 322 Courthouse Square, at the County Seat, in Bay Minette, Alabama, on the **first and third Tuesdays of each month**, and on the Wednesday following the general election and tabulation of provisional ballots pursuant to Section 17-10A-2 of any one of its members beginning at **8:30 a.m.** and in the County Commission Chambers, at the Baldwin County Fairhope Satellite Courthouse, located at 1100 Fairhope Avenue, in Fairhope, Alabama, on the third Tuesday of each month, beginning at 8:30 a.m.

FURTHER, BE IT RESOLVED, that, as authorized at Section 11-3-8 (b), Code of Alabama 1975, the Baldwin County Commission shall exercise said Section 11-3-8 (b), Code of Alabama 1975, to convene **SPECIAL MEETINGS**, emergency or other, of the Baldwin County Commission.

FURTHER, BE IT RESOLVED, that, with respect for §36-25A-1, et seq., of the Code of Alabama 1975, the Baldwin County Commission establishes the days of the month on which **WORK SESSIONS** of the Baldwin County Commission shall be held, as follows:

For the purpose of conducting the working sessions, or what are commonly referred to as work sessions, of the Baldwin County Commission, said Baldwin County Commission shall meet, on the **first and third Monday of each month** beginning at **8:30 a.m.**, in working session assembled at:

Baldwin County Administration Building in <b>Bay Minette</b> , Alabama 322 Courthouse Square County Commission Conference Room or Meeting Chambers
--

November 2018  
March 2019  
July 2019  
September 2019  
March 2020  
July 2020  
September 2020  
March 2021  
July 2021  
September 2021  
March 2022  
July 2022

Baldwin County Satellite Courthouse at <b>Fairhope</b> , Alabama 1100 Fairhope Avenue County Commission Conference Room <u>or 2<sup>nd</sup> Floor Conference Room or Meeting Chambers</u>
--

December 2018  
April 2019  
August 2019  
December 2019  
April 2020  
August 2020  
December 2020  
April 2021  
Page **10** of **14**



August 2021  
December 2021  
April 2022  
August 2022

Baldwin County Central Annex Building in **Robertsdale**, Alabama  
22251 Palmer Street  
Auditorium or Large Conference Room or County Commission Conference Room

January 2019  
May 2019  
November 2019  
January 2020  
May 2020  
November 2020  
January 2021  
May 2021  
November 2021  
January 2022  
May 2022  
September 2022

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

February 2019  
June 2019  
October 2019  
February 2020  
June 2020  
October 2020  
February 2021  
June 2021  
October 2021  
February 2022  
June 2022  
October 2022

FURTHER, BE IT RESOLVED, that, with respect for §36-25A-1, et seq., of the Code of Alabama 1975, the Baldwin County Commission establishes the days of the month on which **ROAD AND BRIDGE DIVISION MEETINGS** of the Baldwin County Commission shall be held, as follows:

For the purpose of conducting the Road and Bridge Division meetings of the Baldwin County Commission, said Baldwin County Commission shall meet, in Road and Bridge Division session assembled, in the Auditorium at the Baldwin County Central Annex Building, located at 22251 Palmer Street, in Robertsdale, Alabama, **quarterly on the third Thursday of January, April, July, and October** beginning at **8:30 a.m.**

FURTHER, BE IT RESOLVED, that, pursuant to Section 7 of Act No. 239 (1931), as amended, and for the convenience and efficiency in the exercise and execution of the duties,

powers, jurisdiction, authority and privileges, as enumerated in Act No. 239 (1931), as amended, the Baldwin County Commission, further, invokes said Section 7 and, collectively, authorizes and directs that the Baldwin County Commission shall conduct its public business affairs in regular session and special session assembled pursuant to Robert's Rules of Order, and Act No. 239, (1931), as amended, and applicable Alabama law.

FURTHER, BE IT RESOLVED, that, pursuant to the authority conveyed at Section 23-1-80, Code of Alabama 1975, the Baldwin County Commission, for the purposes of constructing and maintaining all county roads/highways, requires all county roads/highways to be constructed and maintained on the basis of the county as a unit with funds to accomplish said construction / maintenance as provided by the Baldwin County Commission.

FURTHER, BE IT RESOLVED, that pursuant to §45-2-72.01 of the Code of Alabama 1975 the Baldwin County Commission shall **adopt this instrument during the first meeting of newly-elected Baldwin County Commissioners**, said meeting required pursuant to §11-3-1 (e), Code of Alabama 1975 coupled with the decision of the Supreme Court of the State of Alabama as found at *State ex rel. Whetstone v. Baldwin County*, 686 So.2d 220 (Ala.1996), on November 14, 2018, and **reconfirm said instrument**, respecting Section 7 of Act No. 239 (1931), as amended, providing amendments if so authorized, **in January of each year** or from time to time, as set forth at Section 7 of Act No. 239 (1931), as amended, to provide for "Division" designations setting forth the "Division" Commissioners from one "Division" to another, as limited by §45-2-72.01 of the Code of Alabama 1975, as per the following time schedule with respect to §36-25A-1, et seq., Code of Alabama 1975 and §45-2-72.01 of the Code of Alabama 1975 in regular meeting assembled on the dates, chronologically prescribed as follows:

<b>First Regular Meeting on November 14, 2018 for 2018-2022 Baldwin County Commission.</b>
<b>First Regular Meeting in January, 2019.</b>
<b>First Regular Meeting in January, 2020.</b>
<b>First Regular Meeting in January, 2021.</b>
<b>First Regular Meeting in January, 2022.</b>

FURTHER, BE IT RESOLVED, that 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, and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

DONE, AS RESOLVED AND ORDERED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 14th day of November, 2018.

s/s  
\_\_\_\_\_  
CHARLES F. GRUBER  
Chairman and Purchasing Division Commissioner

ATTEST:

s/s  
\_\_\_\_\_  
RONALD J. CINK

County Administrator/Budget Director

Note: January 2, 2019, Baldwin County Commission took action to correct scrivener's errors in the resolution (originally adopted during the Baldwin County Commission's Organizational Meeting on November 14, 2018) to certain dates on the work session meeting rotation schedule.

DONE, AS RESOLVED AND ORDERED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 7th day of May, 2019.

s/s  
\_\_\_\_\_  
CHARLES F. GRUBER  
Chairman and Purchasing Division Commissioner

ATTEST:

s/s  
\_\_\_\_\_  
WAYNE DYESS  
County Administrator

DONE, AS RESOLVED AND ORDERED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 7th day of January, 2020.

s/s  
\_\_\_\_\_  
BILLIE JO UNDERWOOD  
Chairman and Purchasing Division Commissioner

ATTEST:

s/s  
\_\_\_\_\_  
WAYNE DYESS  
County Administrator

DONE, AS RESOLVED AND ORDERED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 2<sup>nd</sup> day of June, 2020.

s/s  
\_\_\_\_\_  
BILLIE JO UNDERWOOD  
Chairman and Purchasing Division Commissioner

ATTEST:

s/s  
\_\_\_\_\_  
WAYNE DYESS  
County Administrator

Note: January 5, 2021, Baldwin County Commission took action to correct scrivener's errors in the resolution (Res #2020-089 adopted during the Baldwin County Commission's Regular Meeting on June 2, 2020) to certain spelling errors in the document title.

DONE, AS RESOLVED AND ORDERED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 7<sup>th</sup> day of September, 2021.

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JOE DAVIS, III  
Chairman and Purchasing Division Commissioner

ATTEST:

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WAYNE DYESS  
County Administrator

# OFFICE OF THE ATTORNEY GENERAL



94-00207

JIMMY EVANS  
ATTORNEY GENERAL  
STATE OF ALABAMA

JUL - 7 1994

ALABAMA STATE HOUSE  
11 SOUTH UNION STREET  
MONTGOMERY, ALABAMA 36130  
AREA (205) 242-7300

Honorable Robert A. Wills  
Attorney, Baldwin County Commission  
Wills & Simon  
P.O. Box 547  
Bay Minette, AL 36507

County Commissions - Public  
Meetings - Courthouses -  
Branch Offices

The Baldwin County Commission  
may hold its official  
commission meetings in either  
one of the branch or  
satellite courthouses in  
Foley and Fairhope.  
Reasonable public notice of  
the meeting should be given.

The holding of the commission  
meeting in either one of the  
branch courthouses does not  
affect the 160-day limitation  
for use of the courthouses by  
the circuit and district  
courts for non-jury  
proceedings.

Dear Mr. Wills:

This opinion is issued in response to the Baldwin County  
Commission's request for an opinion from the Attorney General.

## QUESTIONS

Can the Baldwin County Commission hold its  
official commission meetings in either one



of the satellite courthouses located in  
Foley and Fairhope in Baldwin County?

Would the holding of official commission  
meetings in either satellite courthouse be  
construed as the use of said satellite  
courthouses pursuant to Section 1 of Act  
No. 88-384 so as to affect the 160-day  
limitation as cited therein in light of  
the fact that the Baldwin County  
Commission is a court of record?

#### FACTS AND ANALYSIS

Pursuant to Act No. 155, Acts of Alabama 1972, the  
Baldwin County Commission is authorized to provide branch  
offices in the southern portion of the county for the probate  
judge, the tax assessor and the tax collector from October 1  
through January 15 annually. Act No. 88-384 authorizes the  
circuit and district court judges of the 28th Judicial  
Circuit to conduct non-jury court proceedings in the branch  
courthouses in Foley and Fairhope not to exceed a total of  
160 days during any year at both locations. This Act was  
approved by a referendum provided in Section 4 of the Act as  
required by Amendment No. 81 of the Alabama Constitution.  
Pursuant to these acts the County Commission currently  
operates satellite courthouses in Foley and in Fairhope.

In a prior opinion to Honorable William O. Walton, Jr.,  
Attorney, Chambers County, dated February 17, 1989, A.G. No.  
89-00177, this office held that regular and special meetings  
of the Chambers County Commission must be held in the county  
seat of Chambers County and could only be held at a location  
outside the courthouse if the courthouse is found to be  
inadequate. However, that opinion did not indicate that  
branch courthouses had been established in Chambers County.

Branch or satellite courthouses may be established by  
legislative act outside the county seat. Board of Revenue v.  
Huey, 195 Ala. 83, 70 So. 744 (1916). Since Baldwin County  
has two branch courthouses, it is our opinion that the county  
commission may hold its official commission meetings in  
either one of the branch courthouses. It is further our  
opinion that the holding of the official commission meetings  
in either of the branch courthouses would not be construed as  
the use of branch courthouses which would affect the 160-day  
limitation as set forth in Act No. 88-384. This Act

Honorable Robert A. Wills  
Page 3

specifically limits the number of days the circuit and district courts may conduct non-jury court proceedings and makes no reference to county commission meetings.

We note that if the County Commission determines that it will hold an official commission meeting in either of the branch courthouses, reasonable public notice of the meeting should be given. See Slawson v. Alabama Forestry Commission, [Ms. No. 1921309, January 14, 1994] \_\_\_ So. 2d \_\_\_ (Ala. 1994).

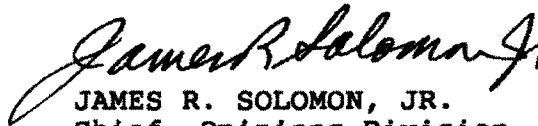
#### CONCLUSION

The Baldwin County Commission may hold its official commission meetings in either one of the branch or satellite courthouses in Foley and Fairhope. Reasonable public notice of the meeting should be given. The holding of the commission meeting in either one of the branch courthouses does not affect the 160-day limitation for use of the courthouses by the circuit and district courts for non-jury proceedings.

I hope this sufficiently answers your questions. If our office can be of further assistance, please do not hesitate to contact us.

Sincerely,

JIMMY EVANS  
Attorney General  
By:

  
JAMES R. SOLOMON, JR.  
Chief, Opinions Division

JE/BFS

W/6.94/f



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1235, **Version:** 1

**Item #:** BA5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator; Cian Harrison, Clerk/Treasurer; Sherry-Lea Botop, Director of Public and Government Affairs

**Submitted by:** Katrina Taylor, Grants Coordinator

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### **ITEM TITLE**

Baldwin County Emergency Rental Assistance Program (ERAP) Case Management Services Agreement with Baldwin Together

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the Agreement for Emergency Rental Assistance Program (ERAP) Case Management Services between the Baldwin County Commission and Baldwin Together.

This Agreement shall be in effect for a period of twelve (12) months, or a shorter time as may be determined by the Commission, commencing on the date of execution of the agreement.

### **BACKGROUND INFORMATION**

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

08/17/2021 BCC Regular Meeting - Approved the fund allocation from the U.S. Department of the Treasury for Emergency Rental Assistance Program (ERA2)

01/19/2021 BCC Regular Meeting - Approved the fund allocation from the U.S. Department of the Treasury for Emergency Rental Assistance Program

**Background:** Baldwin Together is a cooperative partnership working together supporting Baldwin County residents impacted by COVID-19. Baldwin Together is comprised of compassionate, local nonprofits who work to improve the lives of Baldwin County residents via their case management services. The Case Managers deal with families in crisis daily and are equipped to handle client intake and follow up, making Baldwin Together an ideal case management solution.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** TBD

**Budget line item(s) to be used:** N/A - to be funded using Emergency Rental Assistance Program funds

**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 Brad Hicks, County Attorney

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration - mail correspondence and Agreement to the following:

Ms. Dana Jepsen, Chair  
Baldwin Together  
Long Term Recovery  
9315 Spanish Fort Blvd.  
Spanish Fort, Alabama 36527

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

## AGREEMENT FOR ERAP CASE MANAGEMENT SERVICES

THIS AGREEMENT (“Agreement”) is entered into between BALDWIN TOGETHER and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as “COMMISSION”), and is effective the date last executed below.

WHEREAS, BALDWIN TOGETHER is a cooperative partnership working together supporting Baldwin County residents impacted by COVID-19; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public purposes which are accomplished by Baldwin Together, which is a coordinated countywide framework to assist and support the residents of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 Pandemic. Baldwin Together is comprised of stakeholders and individuals who have significant experience in helping Baldwin County recover from disasters. Baldwin Together has a high degree of professional skill in Long-Term Recovery Case Management, that is, organizing and coordinating the delivery of services and funding to Baldwin County residents who have been impacted by major disasters on a case-by-case basis.

WHEREAS, the COMMISSION recognizes that through their work, Baldwin Together stakeholders have built relationships in the local community that allow them unique access to underserved families and individuals who have been hardest-hit by the Covid-19 Pandemic. Baldwin Together is the only group that can make sure to get the ERAP funding to people who need it most. Its employees are uniquely able to locate and follow up with community members when they are unable to complete grant applications because they have already built relationships in the community through prior disaster relief case management work. Baldwin Together as an organization and its employees are uniquely suited to the task of ERAP case management because they have already committed to bringing out the best in the Baldwin County Community and going the extra mile to ensure those in need have access to disaster relief resources.

WHEREAS, the EMERGENCY RENTAL ASSISTANCE PROGRAM (hereinafter referred to as “ERAP”), funded through the federal Coronavirus Response and Relief Supplemental Appropriations Act, 2020 (H.R. 133), and the American Rescue Plan Act of 2021,



is a program designed to help renters in Baldwin County, Alabama with past due, current, expected rent, utility, and home energy expenses;

WHEREAS, the eligible expenses covered by ERAP are based on U.S. Treasury Guidance;

WHEREAS, the Community Action Agency (CAA) of South Alabama is the fiscal agent for Baldwin Together, which will receive from the COMMISSION and disburse appropriately all funds designated for Baldwin Together's ERAP administration.

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 COMMISSION will handle all compliance, approval, and allocation matters with regard to the administration of ERAP.
2. Baldwin Together shall assume the responsibility of managing the Emergency Rental Assistance Program on behalf of the Baldwin County Commission, including application intake, compiling all required documentation in accordance with County and Treasury guidance, working with applicants in gathering required supporting documentation needed for audit purposes, follow-up communication with both tenants and landlords, and forwarding completed applications to a clearing house person at the County for final review.
3. The COMMISSION will provide funding to the Community Action Agency (CAA) of South Alabama, as fiscal agent for Baldwin Together, on the first (1<sup>st</sup>) of each month. CAA will reconcile this funding provision from the beginning of each month with their actual incurred costs at the end of each month. If the reconciliation shows a surplus of funds, CAA will hold the surplus funds, and the COMMISSION will reduce the following month's amount commensurate with the amount of surplus. If, at any point during the month, there is a shortage of funds, the COMMISSION will immediately issue payment to CAA for eligible costs.
4. CAA will provide all documentation on labor, overhead, mileage, etc. to the County for their records with each end-of-month reconciliation. This includes time sheets, receipts, mileage logs, and any other documentation needed to support the amounts reported.

5. The COMMISSION will pay all funds necessary for rental of office space for Case Managers to CAA, as the fiscal agent of Baldwin Together.
6. The COMMISSION will pay additional overhead costs up to two-hundred dollars (\$200) per month to CAA to be disbursed as appropriate.
7. Mileage will be reimbursed based on current County policy (attached as Exhibit A).
8. Baldwin Together shall hire four additional case managers to handle applications. They will be paid \$19 per hour and have 36-hour work weeks. The two current Baldwin Together case managers will remain on staff and continue to work part-time with the ERAP program. The total hours designated to ERAP at \$19 per hour will add up to a monthly ERAP payroll of \$13,224. Baldwin Together shall not use any administrative funding referenced herein outside the provision of case management services for ERAP assistance.
9. If the level of applications increases or decreases to the extent that a change in staffing becomes necessary, then these staffing provisions may be adjusted. Should an adjustment become necessary, Baldwin Together shall communicate the need to the COMMISSION via a letter or email to both the County Administrator and the Clerk Treasurer, and the COMMISSION will examine the need and allocate more payroll funds if they agree with Baldwin Together's assessment of need.
10. Baldwin Together and the COMMISSION will work together to train the Case Managers for ERAP. Baldwin Together will provide training in Disaster Case Management, and the COMMISSION will provide training on the specifics of the ERAP program administration.
11. The COMMISSION will provide three cell phones, six laptops with County security and necessary software, and a scanner to Baldwin Together for the Case Managers to use in their operation of ERAP.
12. A Baldwin Together Case Manager will be assigned to each applicant for ERAP aid to assist them with completing their application in-person or via phone. This includes logging the in-person meetings and/or phone conversations on the application online portal to track the correspondence timeframe.
13. A Baldwin Together Part-time Case Manager will contact all applicants in chronological order who have not submitted their applications to assist with their submissions.
14. As a condition of receiving the COMMISSION's allocation of payroll funding, the Case Managers hired by Baldwin Together shall perform the following services in conjunction with and for the benefit of the COMMISSION in administering ERAP, to wit:

- a. To answer all incoming Baldwin Together phone calls during normal business hours.
  - b. To return all voicemails within eight business hours of receipt.
  - c. To call applicants again the next business day in cases where the Case Managers leave voicemails.
  - d. To respond to all emails sent to info@baldwinaltogether within 8 business hours of receipt.
  - e. To have Case Manager contact information on return emails.
  - f. To email and call applicants if they list their phone numbers on their email requests.
  - g. To reach out to each applicant within 5 business days of being assigned to their case to give the applicant the Case Manager's direct contact information.
  - h. To respond to all assigned applicants' requests for information (hereinafter referred to as "RFI") within eight business hours of receipt.
  - i. To follow-up with applicants by phone and email regarding requested documentation within 5 business days of requests.
  - j. To have all applications processed by Case Managers within a month of being assigned to them.
15. A Liaison will be assigned at the Baldwin County Central Annex to link the Case Managers with the County. They will assist with communication and cooperation between the Case Management Phase and the Final Compliance Phase. They will be responsible for checking on daily progress of the Case Managers and assisting with any troubleshooting that the program may need. They will also be responsible for communicating any program needs to the COMMISSION so that it may address them.
16. All ERAP-related services provided by Baldwin Together on behalf of the COMMISSION shall be made available to the general public regardless of race, age, sex, disability, or religion. Baldwin Together and its employees shall have a non-discriminatory policy while conducting all ERAP-related activities.
17. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in Baldwin Together 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 Baldwin Together is an agent of the COMMISSION.
18. Each party shall indemnify, hold harmless, and defend the other party 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 Baldwin Together or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of 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 and the rights, duties, and obligations set forth herein shall survive the expiration or termination of this Agreement.

19. Baldwin Together shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the COMMISSION.
20. Baldwin Together shall comply strictly with all laws of Baldwin County, Alabama, the State of Alabama, the United States of America, and all rules and regulations of all applicable agencies thereof.
21. This Agreement, provided in the form as one (1) original instrument for the records of Baldwin Together, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between Baldwin Together and the COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
22. This Agreement shall be in effect for a period of twelve (12) months, or a shorter time as may be determined by the COMMISSION, commencing on the date of execution of the agreement, and expiring on \_\_\_\_\_. It may be amended during the aforementioned period only by written amendment executed by Baldwin Together and the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to Baldwin Together.
23. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.
24. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

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

BALDWIN COUNTY COMMISSION

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Joe Davis, III

As Its: Chairman

Date:

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ATTEST:

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WAYNE DYESS

County Administrator

BALDWIN TOGETHER  
9315 Spanish Fort Blvd.  
Spanish Fort, AL 36527

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By: DANA JEPSEN

As its: Contact Person/ VOAD Chair

Date:

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1253, **Version:** 1

**Item #:** BA6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator; Sherry-Lea Bloodworth Botoy, Director of Public and Governmental Affairs

**Submitted by:** Katrina Taylor, Grants Coordinator

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### **ITEM TITLE**

Eligibility for Urban County Entitlement Status Fiscal Year (FY) 2022 Community Development Block Grant (CDBG) Program

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to defer status as an Urban County Entitlement grantee and participate through the State Community Development Block Grant Program.

### **BACKGROUND INFORMATION**

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

**Background:** The CDBG urban county qualification process for the FY 2022-2024 qualification period began in March 2021 and runs through September 10, 2021. This will provide HUD sufficient time before the September 30th deadline for FY 2022 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. The County can choose to defer its status and have the opportunity to accept Urban County Entitlement status in the future year, provided that it continues to meet the statutory and regulatory criteria for such designation in effect at that time.

### **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:** September 10, 2021

**Individual(s) responsible for follow up:** Administration

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

Administration - email the cover letter and deferment notification letter to the following:

karen.a.morris@hud.gov  
U.S. Department of Housing and Urban Development  
Attn: Renee Ryles  
Acting CPD Director  
Office of Community Planning and Development

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



**U. S. Department of Housing and Urban Development**  
Birmingham Office  
Region IV  
Medical Forum Building, Suite 900  
950 22<sup>nd</sup> Street, North  
Birmingham, Alabama 35203-5301

July 26, 2021

Wayne Dyess  
County Administrator  
Baldwin County  
301 D'Olive Street,  
Bay Minette, AL 36507

**SUBJECT: Eligibility for Urban County Entitlement Status Fiscal Year (FY) 2022  
Community Development Block Grant (CDBG) Program**

Dear County Commissioner Dyess,

This letter is to advise you that Baldwin County, Alabama has been identified by the Department of Housing and Urban Development's Office of Community Planning and Development Division as an eligible Urban County. The planning target grant amount for Baldwin County for fiscal year 2022 is \$1,159,100. Should you choose to accept Urban County Entitlement status for fiscal year 2022, please select one of the options listed below and respond to this office both by mail and electronically by September 10, 2021.

- (1) Accept the status as an Urban County Entitlement grantee.
- (2) Defer status as an Urban County Entitlement grantee and participate through the State CDBG program.

If the County chooses to accept Urban County Entitlement status, it will have to choose a program year start date (between January and October 2022), develop a Consolidated/Action Plan and submit it to HUD. In developing a Consolidated Plan, it is important that the jurisdiction has sufficient time to develop a housing market analysis and meet the citizen participation requirements of 24 Code of Regulations (CFR) Part 91. If the County wishes to use January 1, 2022, as your program year start date, but you are concerned that there will not be adequate time to develop a Consolidated Plan for submission, you can take advantage of the provision at 24 CFR Part 91.10(b), which provides for program years to be changed. Therefore, you could initially use a later program year start date to allow for completion of the Consolidated Plan and then change the program year start date.

The County can choose to defer its status and have the opportunity to accept Urban County Entitlement status in the future year, provided that it continues to meet the statutory and regulatory criteria for such designation in effect at that time. Please direct all written and electronic correspondence to the attention of Renee Ryles, Acting Director, Community Planning and Development Division.

***HUD's mission is to create strong, sustainable, inclusive  
communities and quality, affordable homes for all.***

**www.hud.gov • espanol.hud.gov**

If you have any questions pertaining to this correspondence, you may contact Karen A. Morris, CPD Program Manager at [Karen.A.Morris@hud.gov](mailto:Karen.A.Morris@hud.gov) or by phone at (205) 745-4366.

Sincerely,

*Renee D Ryles*

Renee Ryles

Acting CPD Director

Community Planning and Development

September 7, 2021

U.S. Department of Housing and Urban Development  
Attn: Renee Ryles  
Acting CPD Director  
Office of Community Planning and Development

SUBJECT: Eligibility for Urban County Entitlement Status Fiscal Year (FY) 2022  
Community Development Block Grant (CDBG) Program

Dear Ms. Ryles,

This letter is to advise you that the Baldwin County Commission is deferring status as an Urban County Entitlement grantee and will participate through the State CDBG program.

If you have any questions pertaining to this correspondence, you may contact Sherry-Lea Bloodworth Botoy, Baldwin County Commission Director of Public and Government Affairs at [sherry-lea.botoy@baldwincountyal.gov](mailto:sherry-lea.botoy@baldwincountyal.gov).





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1274, **Version:** 1

**Item #:** BA7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** Addendum

**From:** Wayne Dyess, County Administrator; Cian Harrison, Clerk/Treasurer

**Submitted by:** Katrina Taylor, Grants Coordinator

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### **ITEM TITLE**

Issuance of Payment to Hagerty Consulting for Consulting Services for the Emergency Rental Assistance Program (ERAP)

### **STAFF RECOMMENDATION**

Approve the full and final payment of \$202,733.21 to Hagerty Consulting for all services rendered for the Emergency Rental Assistance Program (ERAP).

### **BACKGROUND INFORMATION**

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

08/17/2021 BCC Regular Meeting - Approved the fund allocation from the U.S. Department of the Treasury for Emergency Rental Assistance Program (ERA2)

02/02/2021 BCC Regular Meeting - Approved the Contract for Professional Services with Hagerty Consulting, Inc., for the Baldwin County Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning

01/19/2021 BCC Regular Meeting - Approved the fund allocation from the U.S. Department of the Treasury for Emergency Rental Assistance Program

09/30/2020 BCC Regular Meeting - Authorized staff to advertise a Request for Proposals (RFP) and solicit bids for disaster consulting services for preparedness, response, planning, recovery, and mitigation services to assist the efforts for recovery from Hurricane Sally and with future disaster impacts caused by threats and hazards identified as a risk for Baldwin County.

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$202,733.21

**Budget line item(s) to be used:** N/A - to be used with Emergency Rental Assistance Program (ERAP) funds

**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:** Katrina Taylor - submit payment request

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1234, **Version:** 1

**Item #:** BC1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Sherry-Lea Bloodworth Botoy, Director of Public and Government Affairs; Felisha Anderson, Director/County Archivist

**Submitted by:** Katrina Taylor, Grants Coordinator

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### **ITEM TITLE**

National Association of Realtors Diversity and Inclusion Grant Acceptance

### **STAFF RECOMMENDATION**

Accept the National Association of Realtors Diversity and Inclusion Grant in the amount of \$5,000.00 from Baldwin Realtors to assist in the implementation of the Baldwin County Historic Driving Tour and Park Walking App.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 08/17/2021 - BCC Regular Meeting

#### **Background:**

08/17/2021 - BCC approved the submittal of the grant application for the National Association of Realtors Diversity and Inclusion Grant in the amount of \$5,000.00, said funds to be used to expand the Baldwin County Historic Driving Tour and Park App.

The National Association of Realtors Diversity and Inclusion Grant will collaborate with the awarded Phase I and Phase II Gulf Coast RC&D grants. This funding will assist the continuous development of the Historic Driving and Walking Tour App for historic sites in Baldwin County for educational outreach as well as economic development and tourism. The app is marketed to visitors looking for a day trip to explore the County's history and culture and is promoted as an educational opportunity for residents and students looking to better understand the significant historic sites of Baldwin County. This app addresses all three of the RC&D focus areas. As an educational program for students and residents, the app allows for self-guided learning to accommodate a variety of educational and physical capabilities. Baldwin County's history is rich in agriculture and natural resources. This app offers the ability to gain a deeper understanding of how the county's agriculture and forestry industries have progressed through time. The goal is to teach users to appreciate and better care for the natural resources available in Baldwin County.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$5,000.00 in grant revenues

**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:**

Katrina Taylor will enter grant in Munis and submit quarterly reports.

Sherry-Lea Bloodworth Botop will submit final report to Baldwin Realtors and National Association of Real Estate Brokers as required for the National Association of Realtors.

Felisha Anderson will submit all required invoices to the Accounting Department for payment.

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

Administration mail correspondence to:

Jennifer Foutch  
Government Affairs Director, PSA  
Baldwin Realtors  
23280 County Road 65  
Robertsdale, AL 36567

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

## **National Relators Association Diversity and Inclusion Grant**

Add the following sites to the Baldwin County Historic Driving and Walking Tours App:

### Bottle Creek Indian Mounds – Mound Island, Alabama

Bottle Creek is one of the most important prehistoric Native American sites in Alabama, second only to Moundville. Located on Mound Island, in the heart of the Mobile-Tensaw Delta, it is the largest mound complex on the northern Gulf coastal plain, a site that contains more than 18 Indian mounds, the tallest rising approximately 16 meters (52 feet) above the swamp.

Bottle Creek was occupied from about 1250 and probably served as the principal political and religious center for what is now called Pensacola culture for the three centuries prior to European contact. Bottle Creek continued to be Mound L an important site for local Indians, such as the Mobilians, well into the eighteenth century, and French explorer and founder of Mobile Jean-Baptiste Le Moyne de Bienville, is believed to have visited the site in 1702.

Now owned by the state of Alabama, Bottle Creek was declared a National Historic Landmark on March 10, 1995, joining Moundville Archaeological Park as the only other Native American site so recognized in the state of Alabama. It is administered by the Alabama Historical Commission.

Baldwin County Training School – The Baldwin County Training School was the only high school for African American students from 1889-1950. The Baldwin County Training School was founded in 1889, by Reverend S.B. Bracy, one of the most respected community leaders in the Baldwin County Community of Daphne. From its beginning Baldwin County Training School was a powerful force in improving public education for blacks in Baldwin County.

The Baldwin County Training School had a powerful effect—educationally, economically, and socially—upon the people it served during a time of racial segregation and financial inequity. The community of Baldwin County Training School consisted of all the black people served by the school, which was all of Baldwin County for a time, because Baldwin County Training School was the only black high school in the entire county.

Mr. Walker J. Carroll was the school principal. The peak enrollment of the school was around 1,200 students in all grades; approximately 64% of the graduates attended college. In spite of segregation, the graduates did very well.

In 1954, Brown decision did not affect the dual school system in Baldwin County until 1965 when the Board of Education directed Board Attorney J.B. Blackburn and Superintendent Candler McGowan to develop a plan for gradual desegregation for the county. The three-year plan was adopted by the Department of Health Education and

Welfare on August 25, 1965. No distinction was made in the final budget for the school year 1963-64 of white and black. Teachers were still listed on the county roster by color, but they were not labeled according to color. For the first time in 1966, the salaries of black and white high school principals were the same: \$11,100.00. Faculty desegregation began in the school year 1967-68. The last graduating class at Baldwin County Training School was 1970. The next year the school was reorganized and became Daphne Middle School.

It is now preserved as the African American School Museum in Daphne. The building is located at 1000 Main Street on the campus of WJ Carroll Intermediate School, Daphne, AL 36526.

Anna T. Jeanes School – In 1907, Quaker philanthropist Anna T. Jeanes endowed one million dollars to create “The Jeanes Fund” to provide better educational opportunities for black children in the segregated schools of the South. The funds were designated for ‘Jeanes Supervisors’. The program was carried out under the trusteeship of Booker T. Washington, President of Tuskegee Institute and Hollis B. Frissell, President of Hampton Institute in Virginia.

In 1913, a community school was built on the present-day site. It was the only school in the nation bearing Anna T. Jeanes’ name. The four rooms in the concrete and cinderblock building remain today.

Anna T. Jeanes School’s only Rosenwald building for grades 1-3 was built on Bells Lane in 1922-123 with an addition in 1927. Financial contributions to construct the three-room school came from the Black community, Baldwin County, and the Julius Rosenwald Fund.

In 1947, Carrie E. Beaucham Smith and Randolph Smith sold 10-acres, to the state of Alabama for “public school purposes for *Anna T. Jeanes School, Baldwin County, State of Alabama*.” Principals included J.A. Kitchens (1926), Hillard Smith, Roosevelt Anderson, Sr. (1945), and Vera Denton Herman, interim principal. Alvin E. Boykin served as the principal for 23 years, beginning in 1947 until 1970.

In 1954, the Rosenwald building burned and grades 1-3 relocated to the Knights of Pleasure Lodge on Twin Beech Road until a brick addition, circa 1956-1957, was added to Anna T. Jeanes school’s original concrete and cinderblock building.

The school, grades 1-9, served as a “feeder” school for Baldwin County Training School, Daphne, Alabama where students continued their studies through the 12th grade.

In 1970, with desegregation of public schools in Alabama, Anna T. Jeanes became Fairhope Intermediate School.



The Houstonville/Tatumville Communities— Two black communities in the Fairhope are included: Houstonville, established by the Houston family including widowed mother Pauline Houston (born 1910). Tatumville also known as “Big Head Gully” was a historic Black community that bordered the shorelines of the eastern shore of Mobile Bay. Tatumville was established by Mack Tatum who was born in Greene County, Mississippi, in 1890.

Free Blacks settled in in these vicinities before the Civil War and began paying property taxes on otherwise unoccupied land. The Houston, and Weeks families settled first, hence the name Houstonville. After Emancipation of slaves in 1865, Houstonville and the surrounding communities grew with the influx of he Fagans, Lewis, Mitchell, Henry, McConico, Hankins, Sellers, Harris, Kirkman, Young, Bonner and Wilson families. Men found employment as turpentine hands. Men and women worked on farms and picked up pecans. Most had family gardens and shared their bounty with the community.

Life centered on Church and close-knit families. The community Brush-Arbor Church, named Zion Chapel, was founded in 1867. The name was later changed to Twin Beech AME Zion Church and it remains active today. The Twin Beech Cemetery, one mile southwest, has served the community since its founding in 1817. Young, Sledge, and Nichols Streets honor early families with descendants still living nearby.

The Houstonville and Tatumville Communities relied partly on a sweet potato farm where many resident children worked within a sharecropping system. Most African-American businesses of Fairhope’s downtown area were located at the intersection of Young and Middle Streets, and included Klummp Motor Co., Allen’s Fish Market (also functioned as a night club), McGrue Gas, Starlight Club, and a laundromat and taxi cab company owned by Phillip Micher. One of the most recent research efforts regarding African American life in the area arose through resident Darwin Harris’s discovery of his great, great grandmother Gertrude Buchanon’s gravesite under an azalea bush near the Paddock Estates subdivision in 2016. Darwin Harris along with many others have combined efforts since that period to document the heritage of those interred including early Creole residents.

**From:** Jennifer Foutch <[jenniferf@baldwinrealtors.com](mailto:jenniferf@baldwinrealtors.com)>  
**Sent:** Thursday, May 13, 2021 1:52 PM  
**To:** Sherry-Lea Bloodworth Botop <[Sherry-Lea.Botop@baldwincountyal.gov](mailto:Sherry-Lea.Botop@baldwincountyal.gov)>;  
Andreda Randelson <[arandelsonrealtor@gmail.com](mailto:arandelsonrealtor@gmail.com)>  
**Subject:** Good News!

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

Ladies,

I received notification today that the National Association of Realtors has approved our Diversity & Inclusion Grant request in the amount of \$5,000, to be used by the end of calendar year 2021. Yay! I look forward to seeing the finished product and working together to make it happen.

### **Jennifer Foutch**

Government Affairs Director, PSA

Baldwin REALTORS®

(251) 270-2724 (office)

(618) 318-0354 (cell)

[www.baldwinrealtors.com](http://www.baldwinrealtors.com)





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1227, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-36A - Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid for the Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission to the lowest bidder, **Trane U.S., Inc. dba Trane Technologies**, as per the attached Award Listing and authorize the Chairman to execute the Contract. The Contract shall be effective immediately upon the same date as its full execution for a period of twelve (12) months with an option to extend for two (2) additional twelve (12) month terms.

### **BACKGROUND INFORMATION**

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

08/03/2021 meeting: 1) Rejected the bids received and authorized the Purchasing Director to re-bid for the Provision of HVAC Chiller Annual Preventative Maintenance Services 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.

06/15/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of HVAC Chiller Annual Preventative Maintenance Services 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 August 20, 2021, at 1:30 P.M. Three (3) bids were received. Staff recommends the Commission award the bid for the Provision of HVAC Chiller Annual Preventative Maintenance Services to the lowest bidder, Trane U.S., Inc. dba Trane Technologies, as per the attached Award Listing. Bid Tabulation is attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$13,422.00 per year

**Budget line item(s) to be used:** 10051995.52310

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/07/2021

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

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

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

**COMPETITIVE BID #WG21-36A BID TABULATION**

Provision of HVAC Chiller Annual Preventative Maintenance Services

**BIDDER: Trane U.S., Inc. dba Trane Technologies**

<u>Facility</u>	<u>Amount Bid</u>	
1. Baldwin County Central Annex	\$1,987.50	per year
2. Baldwin County Central Annex II	\$4,043.00	per year
3. Baldwin County Courthouse - Bay Minette	\$1,743.00	per year
4. Baldwin County Satellite Courthouse - Foley	\$2,049.00	per year
5. Baldwin County Revenue Commission - Annex V	\$1,750.00	per year
6. Baldwin County Satellite Courthouse - Fairhope	\$1,849.50	per year
<b>Grand Total</b>	<b>\$13,422.00</b>	
<b>Hourly Rate for repairs not covered by maintenance agreement:</b>		
Weekdays: M - F	\$169.00 per hour	
Evenings	\$253.50 per hour	Evenings begin at: <u>3:30</u> P.M.
Weekends	\$253.50 per hour	
Holidays	\$338.00 per hour	List Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day
Exceptions:	NONE	

**BIDDER: Star Service, Inc. of Mobile**

<u>Facility</u>	<u>Amount Bid</u>	
1. Baldwin County Central Annex	\$2,750.00	per year
2. Baldwin County Central Annex II	\$4,000.00	per year
3. Baldwin County Courthouse - Bay Minette	\$2,000.00	per year
4. Baldwin County Satellite Courthouse - Foley	\$2,000.00	per year
5. Baldwin County Revenue Commission - Annex V	\$1,750.00	per year
6. Baldwin County Satellite Courthouse - Fairhope	\$2,250.00	per year
<b>Grand Total</b>	<b>\$14,750.00</b>	
<b>Hourly Rate for repairs not covered by maintenance agreement:</b>		
Weekdays: M - F	\$115.00 per hour	
Evenings	\$172.50 per hour	Evenings begin at: <u>4:30</u> P.M.
Weekends	\$172.50 per hour	
Holidays	\$172.50 per hour	List Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, New Year's
Exceptions:	NONE	

**BIDDER: Carrier Corporation**

<u>Facility</u>	<u>Amount Bid</u>	
1. Baldwin County Central Annex	\$2,586.00	per year
2. Baldwin County Central Annex II	\$5,172.00	per year
3. Baldwin County Courthouse - Bay Minette	\$2,586.00	per year
4. Baldwin County Satellite Courthouse - Foley	\$2,586.00	per year
5. Baldwin County Revenue Commission - Annex V	\$2,586.00	per year
6. Baldwin County Satellite Courthouse - Fairhope	\$2,586.00	per year
<b>Grand Total</b>	<b>\$18,102.00</b>	
<b>Hourly Rate for repairs not covered by maintenance agreement:</b>		
Weekdays: M - F	\$130.00 per hour	
Evenings	\$195.00 per hour	Evenings begin at: <u>4:30</u> P.M.
Weekends	\$260.00 per hour	
Holidays	\$325.00 per hour	List Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day
Exceptions:	NONE	

**COMPETITIVE BID #WG21-36A AWARD LISTING**

Provision of HVAC Chiller Annual Preventative Maintenance Services

Effective: September 7, 2021 through September 7, 2022

**BIDDER:** Trane U.S., Inc. dba Trane Technologies

<u>Facility</u>	<u>Amount Bid</u>
1. Baldwin County Central Annex	\$1,987.50 per year
2. Baldwin County Central Annex II	\$4,043.00 per year
3. Baldwin County Courthouse - Bay Minette	\$1,743.00 per year
4. Baldwin County Satellite Courthouse - Foley	\$2,049.00 per year
5. Baldwin County Revenue Commission - Annex V	\$1,750.00 per year
6. Baldwin County Satellite Courthouse - Fairhope	\$1,849.50 per year

**Grand Total** **\$13,422.00**

**Hourly Rate for repairs not covered by maintenance agreement:**

<b>Weekdays: M - F</b>	\$169.00 per hour	
<b>Evenings</b>	\$253.50 per hour	<b>Evenings begin at: 3:30 P.M.</b>
<b>Weekends</b>	\$253.50 per hour	
<b>Holidays</b>	\$338.00 per hour	<b>List Holidays:</b> New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Christmas Eve Christmas Day

**Exceptions:** NONE



State of Alabama        )

County of Baldwin     )

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

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

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, August 3, 2021, the COUNTY authorized staff to solicit bids for the Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission; and

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

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

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

- A. COUNTY:                   Baldwin County, Alabama
- B. COMMISSION:            Baldwin County Commission
- C. PROVIDER:              Trane U.S., Inc. dba Trane Technologies

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

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

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

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

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

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

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

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

and the creation of such a relationship is prohibited and void.

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

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

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

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

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

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

PROVIDER: Trane U.S., Inc. dba Trane Technologies  
124 E. I-65 Service Road N.  
Mobile, AL 36607  
ATTN: Brandon Crump

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 #WG21-36A**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG21-36A named, Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission”.**

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

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

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

**XVII. General Responsibilities of the COUNTY.**

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

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

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

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid as shown on **“ATTACHMENT A.”** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) additional 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 extensions 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 of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

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



shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

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

COUNTY:

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JOE DAVIS, III /Date  
Chairman

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

State of Alabama )

County of Baldwin )

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

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

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

*Trane U.S., Inc. dba Trane Technologies*

\_\_\_\_\_/

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

Its \_\_\_\_\_

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Trane U.S., Inc. dba Trane Technologies, 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 Trane U.S., Inc. dba Trane Technologies.

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

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

My Commission Expires

**BID #WG21-36A RESPONSE FORM**

Provision of HVAC Chiller Annual Preventative Maintenance Services

Page 1 of 3

Date: 8/26/2021

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

Company Name: Trane Technologies

Address: 124 E I-65 Service Rd N  
Mobile AL 36607

Company Rep. Brandon Crump  
(Rep. Name Typed or Printed)

Position: Account Manager

Email address: Brandon.Crump@Trane.com

Phone: 205 534 0051

Fax:       

Financing through another agency beside yourself        or X  
Yes No

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

        
Financing Agency Authorized Signature

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

**BID #WG21-36A RESPONSE FORM**

Provision of HVAC Chiller Annual Preventative Maintenance Services

Page 2 of 3

1. Baldwin County Central Annex \$ 1,987.50 per year
2. Baldwin County Central Annex II \$ 4,043.00 per year
3. Baldwin County Courthouse, Bay Minette \$ 1,743.00 per year
4. Baldwin County Satellite Courthouse, Foley \$ 2,049.00 per year
5. Baldwin County Annex V \$ 1,750.00 per year
6. Baldwin County Satellite Courthouse, Fairhope \$ 1,849.50 per year

Grand Total \$ 13,422.00 per year

Hourly Rate for repairs not covered by maintenance agreement:

Weekdays: M – F \$ 169.00 per hour

Evenings \$ 253.50 per hour Evenings begin at: 3:30 P.M.

Weekends \$ 253.50 per hour

Holidays \$ 338.00 per hour List Holidays: New Years

Memorial Day

Independence Day

Labor Day

Thanksgiving

12/24 Christmas Eve

12/25 Christmas

**County reserves the right to modify service on an as needed basis. Units may be deleted or added.**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1236, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-43 - Provision of Fiber Optic Network - Maintenance and Locates for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid to for the Provision of Fiber Optic Network - Maintenance and Locates to the lowest bidder, **Two-Way Communications, Inc., d/b/a 2-Way, Inc.**, as per the attached Award Listing and authorize the Chairman to execute the Contract. Contract is effective immediately upon the same date as its full execution for twelve (12) months with the option to extend for two (2) additional twelve (12) month terms.

### **BACKGROUND INFORMATION**

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

08/03/2021 meeting: 1) Approved the specifications for the Provision of Fiber Optic Network-Maintenance and Locates and authorized the Purchasing Director to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

**Background:** Bids were opened in the Purchasing Conference Room on August 24, 2021, at 1:30 P.M. Two (2) bids were received. Staff recommends the Commission award the bid to the lowest bidder, Two-Way Communications, Inc., d/b/a 2-Way, Inc., as per the attached Award Listing and authorize the Chairman to execute the Contract. Bid Tabulation attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$6,583.33 per month; Total per year \$78,999.96

**Budget line item(s) to be used:** 10051101.52290

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/07/2021

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

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

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

**COMPETITIVE BID #WG21-43 BID TABULATION**  
**Provision of Fiber Optic Network-Maintenance & Locates**

<b>BIDDER:</b>	<b>Two-Way Communications, Inc. d/b/a 2-Way, Inc.</b>		
	<b>Alabama GC License #26016</b>		
<b>Cost of Performing Locates &amp; General Maintenance:</b>			
<b>Monthly Cost</b>	<b>\$6,583.33</b>	<b>x 12 =</b>	<b>\$78,999.96 Total 12 Month Cost</b>
<b>Bid Bond:</b>	<b>YES</b>		
<b>Exceptions:</b>	<b>NONE</b>		

<b>BIDDER:</b>	<b>B &amp; L Cable Construction, LLC</b>		
	<b>Alabama GC License #39123</b>		
<b>Cost of Performing Locates &amp; General Maintenance:</b>			
<b>Monthly Cost</b>	<b>\$7,166.00</b>	<b>x 12 =</b>	<b>\$85,992.00 Total 12 Month Cost</b>
<b>Bid Bond:</b>	<b>YES</b>		
<b>Exceptions:</b>	<b>NONE</b>		



## COMPETITIVE BID #WG21-43 AWARD LISTING

Provision of Fiber Optic Network-Maintenance & Locates  
Effective 9/19/2021 through 9/19/2022

<b>BIDDER:</b>		Two-Way Communications, Inc. d/b/a 2-Way, Inc.	
		Alabama GC License #26016	
<b>Cost of Performing Locates &amp; General Maintenance:</b>			
<b>Monthly Cost</b>	\$6,583.33	<b>x 12 =</b>	\$78,999.96 <b>Total 12 Month Cost</b>
<b>Bid Bond:</b>	YES		
<b>Exceptions:</b>	NONE		

State of Alabama        )

County of Baldwin     )

## CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and **Two-Way Communications, Inc., D/B/A 2-Way, Inc.**, (hereinafter referred to as “PROVIDER”).

### WITNESSETH:

**Whereas**, at its regular held meeting on Tuesday, August 3, 2021, the Commission authorized staff to place a competitive bid for the Provision of Fiber Optic Network-Maintenance and Locates for the Baldwin County Commission; and

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

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

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

- A. COUNTY:                   Baldwin County, Alabama
- B. COMMISSION:            Baldwin County Commission
- C. PROVIDER:              Two-Way Communications, Inc.  
D/B/A 2-Way, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER: Two-Way Communications, Inc.  
D/B/A 2-Way Inc.  
1704 Justin Road  
Metairie, LA 70001-6260

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 #WG21-43”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG21-43 named, Provision of Fiber Optic Network- Maintenance & Locates 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 may terminate this contract, with or without cause or reason, by giving thirty (30) days written

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

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid **\$6,583.33 per month**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as 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 extensions 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 of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

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

obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

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

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

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

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



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

COUNTY

ATTEST:

\_\_\_\_\_  
JOE DAVIS, III, Chairman /Date

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

State of Alabama )

County of Baldwin )

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

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

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

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

***Two-Way Communications, Inc., D/B/A 2-Way, Inc.***

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

State of \_\_\_\_\_)

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

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby  
certify that \_\_\_\_\_ as \_\_\_\_\_ of Two-Way Communications, Inc.,  
D/B/A 2-Way, Inc., whose name is signed to the foregoing in that capacity, and who is known to  
me, acknowledged before me on this day that, being informed of the contents of the foregoing,  
he executed the same voluntarily on the day the same bears date for and as an act of said Two-  
Way Communications, Inc., D/B/A 2-Way, Inc.

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1207, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-45 - Provision of Closed Top Recycling Roll-off Containers for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

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

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/07/2021

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

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

Mail bids

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

### **BID #WG21-45 SPECIFICATIONS**

These specifications describe closed top recycling container of the roll-off type with the following minimum specifications necessary to perform the work assigned. The containers shall be capable of transporting recyclable materials including but not limited to mixed paper products, cardboard, aluminum cans, steel cans, plastic jugs, plastic bottles, and various other recyclable materials to a landfill, transfer station, or recycling center. The manufacturer shall have produced this type of equipment for a period of at least five (5) years.

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete working unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this Invitation to Bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1992.

The apparent silence of this specification and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All interpretation of the specification shall be made upon the basis of this statement.

This bid shall be effective for **one (1) calendar year**. Calendar year will begin the day of bid award.

### **Warranty**

Bidder shall provide a copy of the manufacturer's standard warranty for the product.

### **Parts Manual**

Bidder shall furnish a complete parts, maintenance, and operator's manual with each container sold.

### **Roll-Off Containers Specifications**

Capacity: 30 cubic yards minimum

Rectangular Container Body with 3" Rise Roof

Overall dimensions – approximately 22 ft long x 8ft wide x 68" side height inside I 80" side height outside to top rail (83" overall height with roof)

Straight Sides (**Tapered or Sloped sides will NOT be accepted**)

3 x 5 vertical channels/ribs on 38" centers

Straight front with doghouse around cable hook

Roof Construction: 12-gauge steel minimum

Three (3) compartments separated by two (2) hinged and pinned dividers

Eight (8) 30" x 30" sliding plastic doors (4 on each side). Load height of sliding plastic doors to be approximately 48" from ground to sliding plastic door openings

Floor Construction: 10-gauge steel minimum

Main Rails - 2" x 6" tubing 3/16" wall, with 1-1/2" solid bull nose

Cross members: 3" channel 4.1 lb/ft on 16" center minimum with two (2) gussets per cross member

Ground Wheel- (4) 8 x 6 ground wheels with grease fittings

Cable Hook - 1.5" hook integrated and welded into substructure cross members

Nose Rollers- 4" diameter x 6" long with recessed grease fittings

Side and divider construction: 12-gauge steel minimum

Rear Door: 12-gauge "Floor Ride" Gate with "debris guard" plate with 3 heavy duty hinges with grease fittings on each hinge.

Lever latch and lockable discharge door

Primed and painted on interior and exterior

Exterior Paint Color: Forest Green

Asphalt-Coal Tar Blend protective coating on exterior understructure

Continuous welds interior providing watertight construction

**Must be compatible with "Galbreath" roll-off system**

Two (2) dividers for a total of 3 compartments (see attached drawing – "ATTACHMENT A")

Rear Compartment: approximately 134" long

- Rear compartment will have two (2) sliding plastic doors each side sliding opposite directions
- Opening size of rear compartment doors: approximately 60" wide x 30" tall  
Middle compartment: approximately 80" long
- Middle compartment will have one (1) 30" x 30" sliding plastic door on each side  
Front compartment: approximately 50" long
- Front compartment will have one (1) 30" x 30" sliding plastic door on each side

**SEE ATTACHED DRAWING – "ATTACHMENT A"**

**BID #WG21-45 RESPONSE FORM**

Closed Top Recycling Roll-Off Containers

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

**BID #WG21-45 RESPONSE FORM**

Closed Top Recycling Roll-Off Containers

Page 2 of 2

**Make/Model:** \_\_\_\_\_

**Amount Bid:** \$ \_\_\_\_\_ each

**Lots of 10:** \$ \_\_\_\_\_

**Lots of 20:** \$ \_\_\_\_\_

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



“ATTACHMENT A”

Number of drop away partitions: two (2)

Rear Door

50 inches	80inches	134 inches
264 inches		



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1209, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-46 - Provision of Alternate Daily Cover Material for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

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

### **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:** 09/07/2021

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

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

Mail bids

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

### **BID #WG21-46 SPECIFICATIONS**

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

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

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

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

### **BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form. Prices bid shall be firm for a one (1) year period; the period shall begin the day of bid award.

It is the intent of the Commission to award to one (1) bidder.

### **DELIVERY**

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

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

### **GENERAL SPECIFICATIONS**

- Material must be a single bag mixture
- Material must be brown, green or gray in color
- Each material listed must be accompanied by MSDS
- Material when mixed should be able to be dispersed over compacted solid waste by the use of a Hydro seeder
- Material when mixed must meet all requirements as set by the Alabama Department of Environmental Management for use as alternative cover
- Material must not contain any nutrients for vectors
- The product must be capable of withstanding moderate rainfall without deterioration
- Material must have the capability of being applied to a minimum of 1/4"
- The materials must pass the Flammability Potential Screening Analysis of Waste (A.S.T.M. D4982-95) Include an Independent Laboratory Test (Flammability) A.S.T.M. D4982-95 showing negative Results on flammability
- Each bag must weigh 50 pounds or less

**BID #WG21-46 RESPONSE FORM**

Provision of Alternative Daily Cover Material

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

**A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH YOUR BID.**

**BID #WG21-46 RESPONSE FORM**

Alternative Daily Cover Material

Page 2 of 2

**Product:** \_\_\_\_\_

**Amount Bid:** \$ \_\_\_\_\_ each

**Delivery Time:** \_\_\_\_\_

Any brochures or specification materials that provide information on the product that is being offered should be attached to this Response Form.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1210, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Frank Lundy, Operations Manager/Tyler Mitchell, Construction Manager

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-47 - Provision of Bituminous Materials for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Bituminous Materials.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/07/2021

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

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

Mail bids

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



## **BID #WG21-47 SPECIFICATIONS**

### **QC/QA procedures for use on all Baldwin County Projects**

#### **Definitions**

County Engineer: The Engineer appointed by the Baldwin County Commission.  
Supplier: The Company that is supplying the bituminous concrete for the project.  
Contractor: The crew that is responsible for laying and compacting mix on the roadway.

#### ***1) QUALITY CONTROL.***

- a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.
- b) QC/QA TESTING
  - i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or BCHD and its affiliates. QC/QA samples shall be obtained at the project site but BCHD reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, BCHD or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency * *	Tolerances
Asphalt Content +++++	AASHTO T308 ALDOT 354	Supplier per 500 tons BCHD per Lot	+/- .34
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons BCHD per Lot	N/A
Mixture Gradation****	AASHTO T 308	Supplier per 500 tons BCHD per Lot	+/- 7.0 % for the #4 and above +/- 4.0 %, #8 to #100 +/- 2.00 % for the #200
Dust/Asphalt Ratio***	ALDOT 371	Supplier per 500 tons BCHD per Lot	0.90 to 1.80
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons BCHD per Lot	+/- 1.06%, 16.0 to 18.5
Marshall Stability and Flow ++		Supplier per 500 tons BCHD per Lot	1600, 8-18
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD Minimum .80 First 1000 tons and Every 10,000 ton thereafter	

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

\*\* BCHD reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

\*\*\* If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

\*\*\*\* If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

\*\*\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

## 2) ADJUSTMENT PERIOD (Test Strip).

- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and BCHD QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous BCHD projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
- b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
- c) For LOT Pay Factor purposes a LOT shall be defined as a single BCHD project, multiple BCHD projects (Completed in one day) or one day's production not to exceed a 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more BCHD projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to BCHD and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

## 3) ACCEPTANCE OR REJECTION.

- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2<sup>nd</sup> test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at BCHD unit price.
- b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs BCHD reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.
- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), BCHD primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the BCHD and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, BCHD Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. BCHD testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. BCHD will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the BCHD primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and BCHD's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and BCHD reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the BCHD will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

**TABLE 4**

**COMPARISON OF BCHD AND SUPPLIER TESTING  
TEST ACCEPTABLE TOLERANCES**

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

**ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX  
CHARACTERISTICS.**

**TABLE 5**

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS  
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix  
Formula Values

<b>Asphalt Content*</b>					
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62
<b>Voids in Total Mix (Lab. Compacted Samples) *</b>					
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

\* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

## **BID #WG21-47 SPECIFICATIONS**

### **ALDOT BITUMINOUS PLANT MIX 424**

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

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

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

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

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

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product **delivered** F.O.B. to Baldwin County shall be considered on a per "**Maintenance Area**" basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a "**Per Area**" basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Bid price for material being **picked up** from plant by Baldwin County shall be based on location of plant facility. The Vendor must provide a physical address of all plant facilities along with price for respective facility.

Should multiple vendors be awarded bids, and should a road cross between two (2) "Areas" with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

**If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.**

**The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.**

**All Costs and expenses related to the supplier's failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.**

Prices shall be provided as follows:

424A-280	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range E
424A-281	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range E
424A-336	Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-341	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D
424B-293	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range E
424B-635	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-636	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-637	Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-663	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range C/D

**CONTRACT PERIOD**

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

**BID #WG21-47 SPECIFICATIONS**  
**BALDWIN COUNTY BITUMINOUS PLANT MIX 723**

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and policies shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

**BC 723 Materials**

**1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).**

**a) ALLOWABLE USAGE OF RAP AND RAS**

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

**2) BLEND OF AGGREGATES.**

**a) GRADATIONS FOR BLEND OF AGGREGATES**

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

**TABLE 1**

**Job Mix Formula (JMF) Parameters**

Sieve Size	% Passing by Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 mm}	21% - 39%
No. 50 {300 mm}	10% - 28%
No. 100 {150 mm}	6% - 20%
No. 200 {75 µm}	4% - 12%

**Notes:**

Mix shall be 100% passing the 1/2" sieve, No Exception,

\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

**3) MIX PROPERTIES**

**a) AIR VOIDS (Va)**

- i) The design air voids for this mix shall be 5.00%.

**b) VOIDS IN MINERAL AGGREGATE (VMA)**

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

**c) LIQUID ASPHALT BINDER CONTENT (Pb)**

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

**d) DUST PROPORTION**

- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed



into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

**e) RESISTANCE TO MOISTURE INDUCED DAMAGE**

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or BCHD representatives) another TSR will be run out of the referee sample, jointly by the Supplier and BCHD representatives in the Suppliers lab. If that TSR fails, the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to BCHD or leave it in place at a pay reduction.

**4) DESIGN PROCEDURES**

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

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

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

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

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

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product delivered F.O.B. to Baldwin County shall be considered on a per **“Maintenance Area”** basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a **“Per Area”** basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Should multiple vendors be awarded bids, and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

**If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.**

**The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.**

**All Costs and expenses related to the supplier’s failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.**

#### **CONTRACT PERIOD**

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

**Bid WG21-47 shall be used in conjunction with Bid WG21-48. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.**

**BID #WG21-47 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 100**

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

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

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

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

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

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

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

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

<b>Description Of Item</b>	<b>FOB Delivered Area 100</b>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

**BID #WG21-47 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 200**

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

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

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

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

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

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

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

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

<b>Description Of Item</b>	<b>FOB Delivered Area 200</b>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

**BID #WG21-47 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 300**

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

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

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

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

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

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

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

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

<b>Description Of Item</b>	<b>FOB Delivered Area 300</b>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

**BID #WG21-47 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Picked Up based on facility location**

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

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

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

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

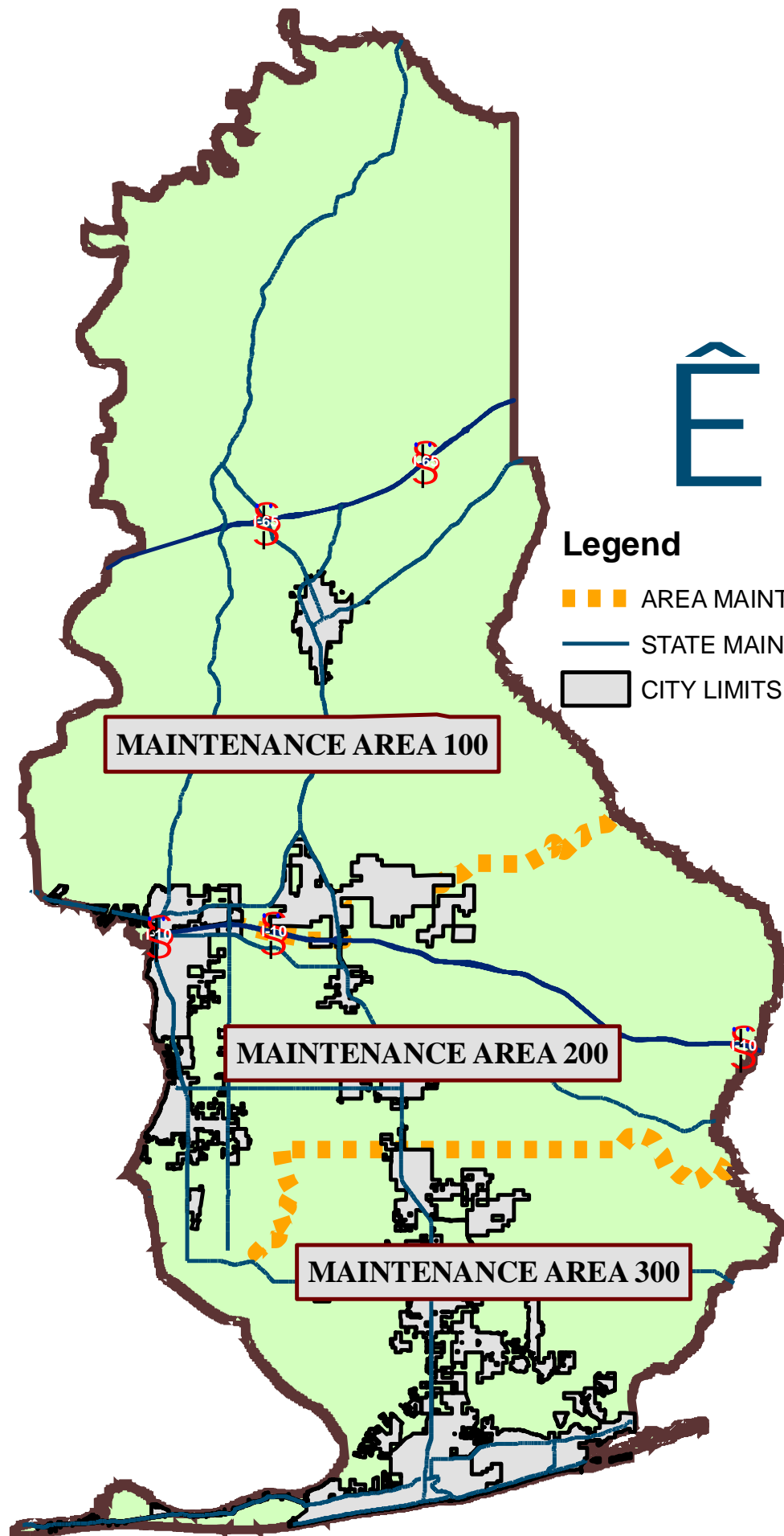
Authorized Signature: \_\_\_\_\_

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

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

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

<b><u>Description Of Item</u></b>	<b><u>FOB Shipping Point</u></b>	
BC-723	\$ _____	Ton
424A-280	\$ _____	Ton
424A-281	\$ _____	Ton
424A-336	\$ _____	Ton
424A-340	\$ _____	Ton
424A-341	\$ _____	Ton
424A-360	\$ _____	Ton
424A-361	\$ _____	Ton
424B-293	\$ _____	Ton
424B-635	\$ _____	Ton
424B-636	\$ _____	Ton
424B-637	\$ _____	Ton
424B-651	\$ _____	Ton
424B-663	\$ _____	Ton
RAP	\$ _____	Ton
Cold Mix Asphalt	\$ _____	50 LB Bag



### Legend

- AREA MAINT. DIVIDING LINES
- STATE MAINTAINED HIGHWAYS
- CITY LIMITS



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1211, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Frank Lundy, Operations Manager/Tyler Mitchell, Construction Manager

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-48 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Labor and Equipment for Asphalt Placement.

### **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:** 09/07/2021

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

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

Mail bids

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

## **BID #WG21-48 SPECIFICATIONS QC/QA procedures for use on all Baldwin County Projects**

### **Definitions**

County Engineer: The engineer appointed by the Baldwin County Commission.

Supplier: The company that is supplying the bituminous concrete for the project.

Contractor: The crew that is responsible for laying and compacting mix on the roadway.

### ***1) QUALITY CONTROL.***

a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.

#### **b) QC/QA TESTING**

i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or Baldwin County Highway Department and its affiliates. QC/QA samples shall be obtained at the project site but Baldwin County Highway Department reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, Baldwin County Highway Department or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency * *	Tolerances
		(100% Pay)	
Asphalt Content +++++	AASHTO T308	Supplier per 500 tons	+/- .34
	ALDOT 354	BCHD per Lot	
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons	N/A
		BCHD per Lot	

Mixture Gradation****	AASHTO T 308	Supplier per 500 tons	+/- 7.0 % for the #4 and above
		BCHD per Lot	+/- 4.0 %, #8 to #100
			+/- 2.00 % for the #200
Dust/ Asphalt Ratio***	ALDOT 371	Supplier per 500 tons	0.90 to 1.80
		BCHD per Lot	
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons	+/- 1.06%, 16.0 to 18.5
		BCHD per Lot	
Marshall Stability and Flow ++		Supplier per 500 tons	1600, 8-18
		BCHD per Lot	
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD	Minimum .80
		First 1000 tons and	
		Every 10,000 ton thereafter	

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

\*\* Baldwin County Highway Department reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

\*\*\* If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

\*\*\*\* If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

\*\*\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

## 2) ADJUSTMENT PERIOD (Test Strip).

- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and Baldwin County Highway Department QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous Baldwin County Highway Department projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
- b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
- c) For LOT Pay Factor purposes a LOT shall be defined as a single Baldwin County Highway Department project, multiple Baldwin County Highway Department projects (Completed in one day) or one day's production not to exceed a 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+/- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more Baldwin County Highway Department projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to Baldwin County Highway Department and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

### 3) ACCEPTANCE OR REJECTION.

- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2<sup>nd</sup> test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at Baldwin County Highway Department unit price.
- b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs Baldwin County Highway Department reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.

- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), Baldwin County Highway Department primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the Baldwin County Highway Department and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, Baldwin County Highway Department Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. Baldwin County Highway Department testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. Baldwin County Highway Department will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the Baldwin County Highway Department primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and Baldwin County Highway Department's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and Baldwin County Highway Department reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the Baldwin County Highway Department will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

**TABLE 4**

COMPARISON OF BCHD AND SUPPLIER TESTING  
TEST ACCEPTABLE TOLERANCES

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

**ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS.**

**TABLE 5**

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS  
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix  
Formula Values

**Asphalt Content\***

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62

**Voids in Total Mix (Lab. Compacted Samples) \***

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

\* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

**BID #WG21-48 SPECIFICATIONS**  
**ALDOT BITUMINOUS PLANT MIX 424**

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

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

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

**CONTRACT PERIOD**

**The bid award will be for 12 months beginning on date of award.**

**BID #WG21-48 SPECIFICATIONS**  
**BALDWIN COUNTY BITUMINOUS PLANT MIX 723**

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and policies shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

**BC 723 Materials**

**1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).**

**a) ALLOWABLE USAGE OF RAP AND RAS**

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

**2) BLEND OF AGGREGATES.**

**a) GRADATIONS FOR BLEND OF AGGREGATES**

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.



**TABLE 1**

**Job Mix Formula (JMF) Parameters**

Sieve Size	% Passing By Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 $\mu$ m}	21% - 39%
No. 50 {300 $\mu$ m}	10% - 28%
No. 100 {150 $\mu$ m}	6% - 20%
No. 200 {75 $\mu$ m}	4% - 12%

**Notes:**

Mix shall be 100% passing the 1/2" sieve, No Exception,

\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

**3) MIX PROPERTIES**

**a) AIR VOIDS (Va)**

- i) The design air voids for this mix shall be 5.00%.

**b) VOIDS IN MINERAL AGGREGATE (VMA)**

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

**c) LIQUID ASPHALT BINDER CONTENT (Pb)**

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

**d) DUST PROPORTION**

- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

**e) RESISTANCE TO MOISTURE INDUCED DAMAGE**

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or Baldwin County Highway Department representatives) another TSR will be run out of the referee sample, jointly by the Supplier and Baldwin County Highway Department representatives in the Suppliers lab. If that TSR fails the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to Baldwin County Highway Department or leave it in place at a pay reduction.

**4) DESIGN PROCEDURES**

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

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

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

**CONTRACT PERIOD**

**The bid award will be for 12 months beginning on date of award.**

**Bid WG21-47 shall be used in conjunction with bid WG21-49. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.**

**OPTION 1**

For OPTION 1, the contractor shall begin work within 14 calendar days of issuance of Notice to Proceed, unless otherwise directed in writing by the County. If the contractor does not or cannot start work within 14 calendar days, the County reserves the option, at their sole discretion, to use the Secondary Vendor to perform the work, by doing so the County will not violate Bid Specifications. This in no way relieves the bidder from performing work as needed for the County.

All costs and expenses related to the contractor's failure to begin work on time, including without limitation mobilization costs, shall be borne solely by the contractor and the County shall not be responsible or liable for any such costs or expenses.

**OPTION 2**

For OPTION 2, the contractor shall begin work within 7 calendar days of issuance of Notice to Proceed, unless otherwise directed in writing by the County. If the contractor does not or cannot start work within 7 calendar days, the County reserves the option, at their sole discretion, to use the Secondary Vendor to perform the work, by doing so the County will not violate Bid Specifications. This in no way relieves the bidder from performing work as needed for the County.

All costs and expenses related to the contractor's failure to begin work on time, including without limitation mobilization costs, shall be borne solely by the contractor and the County shall not be responsible or liable for any such costs or expenses.

**BID #WG21-48 RESPONSE FORM**

Provision of Labor and Equipment for Asphalt Placement

Page 1 of 22

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

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

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

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

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

(Rep. Name Typed or Printed)

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

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

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

Financing through another agency beside yourself        Yes or   x   No

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

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

## PAVING BID (OPTION 1)

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer,  
3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"  
Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"  
Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### PAVING BID (OPTION 1)

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton



151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### **PAVING BID (OPTION 1)**

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### **BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **PAVING BID (OPTION 1)**

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### **BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **PAVING BID (OPTION 1)**

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### **BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer,  
3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"  
Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"  
Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**PAVING BID (OPTION 2)**

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface  
Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
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51-150 tons	<u>\$</u>	Per Ton
151-500 tons	<u>\$</u>	Per Ton
501-1000 tons	<u>\$</u>	Per Ton
1001 tons & above	<u>\$</u>	Per Ton

**424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	<u>\$</u>	Per Ton
51-150 tons	<u>\$</u>	Per Ton
151-500 tons	<u>\$</u>	Per Ton
501-1000 tons	<u>\$</u>	Per Ton
1001 tons & above	<u>\$</u>	Per Ton

**PAVING BID (OPTION 2)**

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	<u>\$</u>	Per Ton
51-150 tons	<u>\$</u>	Per Ton
151-500 tons	<u>\$</u>	Per Ton
501-1000 tons	<u>\$</u>	Per Ton
1001 tons & above	<u>\$</u>	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**PAVING BID (OPTION 2)**

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton

1001 tons & above    \$ \_\_\_\_\_ Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

**PAVING BID (OPTION 2)**

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
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**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**PAVING BID (OPTION 2)**

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**



0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1212, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Patrick Addison, PH&J Architects/Sheriff Hoss Mack/Chief Anthony Lowery

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

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### **ITEM TITLE**

Emergency Water Pipe Replacement Project at the Baldwin County Corrections Center Located in Bay Minette, Alabama

### **STAFF RECOMMENDATION**

Approve the attached **Change Order #1 in the amount of \$100,334.42 from PlumCore, Inc.**, for the Emergency Water Pipe Replacement Project at the Baldwin County Corrections Center and authorize the Chairman to execute the Change Order.

### **BACKGROUND INFORMATION**

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

09/03/2019 meeting: 1) Approved the attached AIA Contract for the Architectural Services with PH & J Architects, Inc., for the Emergency Water Pipe Replacement project at the Baldwin County Corrections Center in the amount of 7.2% of the project cost and authorized the Chairman to execute the Contract contingent upon approval of the County Attorney; and 2) Authorized the Purchasing Director and Architect to solicit informal bids in accordance with Code of Alabama, Section 39-2-2(3) (g) for the emergency water pipe replacement project at the Baldwin County Corrections Center.

04/07/2020 meeting: 1) Awarded the bid to the lowest bidder, PlumCore, Inc., for the emergency water pipe replacement project at the Baldwin County Corrections Center located in Bay Minette as follows and authorize the Chairman to execute the Construction Contract. Base Bid Amount: \$2,778,424.00; Alternate #1: \$512,206.00 (Water Control for Inmate WC Plumbing Fixtures); Alternate #4: \$23,361.00 (New LED Light Fixtures in New Lay-in-Ceilings); Total Amount: \$3,313,991.00; Construction Time: 240 days; 2) And not awarding Alternate #2 (Replace Air Control Valves at Phonematic Fixtures and Alternate #3 (Retrofit Mechanical Valves to Phonematic Fixtures). Funding source: 2020A Warrants - \$2,500,000.00, the remaining budget needed is to be determined.

**Background:** The Architect, Patrick Addison has submitted Change Order #1 for Commission approval on the Emergency Water Pipe Replacement project at the Baldwin County Corrections Center in the amount of \$100,334.42. This change order is for repair and rebuild existing water

values throughout the Jail to stop existing leaks to fixtures and devices in the amount of \$70,999.26 and repaint and coat K-Block Building prior to the inmates being reintroduced to the building after plumbing work has been completed in the amount of \$29,335.16 for a total Change Order amount of \$100,334.42. The original construction cost of this project is \$3,313,991.00 including Change Order #1 in the amount of \$100,334.42 the new construction cost will be \$3,414,325.42.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$100,334.42

**Budget line item(s) to be used:** 10052200.55950

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
Increase in funding amount provided from fund balance

### **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:** 09/07/2021

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

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

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

## CHANGE ORDER

Order No. 1

Date: August 11, 2021

Agreement Date: April 7, 2020

NAME OF PROJECT: Emergency Water Pipe Replacement Project at the Baldwin  
County Sheriff's Corrections Center, Located in Bay Minette, AL

OWNER: Baldwin County Commission

CONTRACTOR: PlumCore, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The following project amount change is due to a scope change for the project. This change in scope is as follows:

- Repair, rebuild or replace existing water valves throughout the jail to stop existing leaks to inmate fixtures and devices (Dollar Amount Change ADD \$70,999.26)
- Repaint and coat K-Block Building prior to the inmates being reintroduced to the building after plumbing work has been completed. (Dollar Amount Change ADD \$29,335.16)

**TOTAL** **\$ 100,334.42**

---

The Original (CONTRACT PRICE)	\$ 3,313,991.00
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Price) prior to this Change Order was	\$ 3,313,991.00
The new (Contract Price) will be (increased) by this Change Order	\$ 100,334.42
The new (CONTRACT PRICE) including this Change Order will be	\$ 3,414,325.42

CONTRACTOR: Garrett Hathcox, PlumCore, Inc.



RECOMMENDED: Patrick T. Addison, PH&J Architects, Inc.



OWNER: Joe Davis III, Baldwin County Commission, Chairman

PROJECT: Emergency Water Pipe Replacement Project at the Baldwin County Sheriff's Correction Center. Located in Bay Minette, Alabama

PH&J Project No.: 1912-GV

## ALLOWANCE AUTHORIZATION FORM

Name of Allowance Account: Owner's Allowance

Authorization No.: 1

Date: August 9, 2021

In accordance with Specification Section 0101 - "BASE BID, ALTERNATES & ALLOWANCES", the Contractor, PlumCore, Inc. is hereby authorized to proceed with the changes in Work as are described below and is to be paid for the performance of these changes as provided in Specification Section 0101. This Authorization shall become effective when it is signed by the Contractor and the Owner's Representative and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in Work.

Description of the Work under this Authorization: Repair, rebuild or replace existing water valves throughout the jail to stop existing leaks to inmate fixtures and devices  
(Attach sufficient backup to justify cost)

TOTAL AMOUNT OF THIS AUTHORIZATION: \$100,00.00

The Contract Time will be extended 0 days as a result of these changes by subsequent Change Order.

ORIGINAL AMOUNT OF THE \$100,000.00 ALLOWANCE \$100,000.00

NET TOTAL OF PREVIOUS AUTHORIZATIONS \$0.00

PREVIOUS REMAINING \$100,000.00 ALLOWANCE \$0.00

TOTAL AMOUNT OF THIS AUTHORIZATION \$100,000.00

ALLOWANCE REMAINING AFTER THIS AUTHORIZATION \$0.00

Recommended By:

Authorized By:

Accepted By:



ARCHITECT

COUNTY COMMISSION



CONTRACTOR

Water Pipe Replacement at the Baldwin County Sheriff's Correction Center for the Baldwin County Commission  
Bay Minette, Alabama

[illegible]



Founded 1957 ♦ Pearson, Humphries, & Jones Architects

Patrick T. Addison, AIA

Harrell G. Gandy, AIA  
Brian J. Klinkhammer, AIA

E. Griffin Harris, AIA  
Steven R. Hall, AIA

Renis Jones III, AIA

Monday, August 9, 2021

Mrs. Wanda Gautney  
Baldwin County Commission  
Purchasing Director  
257 Hand Avenue, Annex III  
Bay Minette, AL 36507

Re: Water Pipe Replacement at the Baldwin County Corrections Center for the Baldwin County Commission, Bay Minette, Alabama  
PH&J No: 1912-GV

Mrs. Gautney,

We have received the contractor's proposal for the work requested by Sheriff Mack to repaint and coat the existing K-Block Building prior to re-introducing inmates into the building.

We have reviewed the proposal and find it to be in line and a fair and reasonable amount for the work requested. I have attached the contractor's proposal for your review and consideration.

If the Commission agree with information provided, please let me know so I can direct PlumCore to move forward with this requested work.

If you have any additional question, please call.

Thank-you as always,

Patrick T. Addison, AIA

CC: Sheriff Hoss Mack, Chief Deputy Anthony Lowery, Brittney Lundy, Tommy Talbert,  
File



## Patrick Addison

---

**From:** Garrett Hathcox <garrett@plumcore.com>  
**Sent:** Friday, August 6, 2021 10:36 AM  
**To:** Patrick Addison  
**Cc:** Tommy Talbert  
**Subject:** BCCF-Painting K Block Change Request  
**Attachments:** FW: Baldwin County Jail K Block Shower.pdf; Baldwin County Jail K Block Shower.pdf; PH&J-BCCF K BLOCK EPOXY PAINTING CHANGE REQUEST.doc

Patrick-

See attached; let me know if there are any questions or concerns

Cordially,

Garrett Hathcox  
Office: 205-631-4343  
Cell: 205-807-8297

Cordially,

Garrett Hathcox

Office: 205-631-4343  
Cell: 205-807-8297

**PLUMCORE**  
PLUMBING • LINING • UTILITIES • MECHANICAL



# PLUMCORE

PLUMBING • LINING • UTILITIES • MECHANICAL

2605 Decatur Highway Gardendale, Alabama 35071

Office (205) 631-4343 Fax (205) 285-9004

*August 6, 2021*

PH&J Architects

Job: BCCF (K-Block Shower Area)

Attn: Patrick

PLUMCORE purposes the following change request:

Prep and Paint floors, walls, and ceilings and windows with 2 coats of epoxy paint  
withing the shower area of K-Block

Melvin Pierce Painting: \$24,150.00

PLUMCORE Supervision: \$1,850.00

Bond Adjustment: \$668.33

OH&P (10%): \$2,666.83

**Total Change Request: \$29,335.16**

The terms, conditions, and specifications of this proposal shall be deemed incorporated into and shall become part of any contract with PLUMCORE INC. Pricing is good for 30 days.



Garrett Hathcox (Ext. 28)

PLUMCORE INC.

## **Patrick Addison**

---

**From:** Jeff Druckenmiller <jeff@melvinpierce.com>  
**Sent:** Friday, August 6, 2021 9:46 AM  
**To:** Garrett Hathcox  
**Subject:** FW: Baldwin County Jail K Block Shower.pdf  
**Attachments:** Baldwin County Jail K Block Shower.pdf

Garrett,  
See below paint system for the walls, floors and ceilings along with the square footages.

Floors – Sherwin Williams Trafficote 105 – 400 sq. ft.  
Walls – Sherwin Williams TileClad – walls - 2,000 sq. ft.  
Ceilings – Sherwin Williams Precat Epoxy – 400 sq. ft

Thanks,  
*Jeffrey Druckenmiller*  
*Melvin Pierce Painting*  
*8475 Moffett Road*  
*Semmes, AL 36575*  
Office: 251-649-2900  
Fax: 251-649-8569  
Cell: 251-583-0530

**From:** Jeff Druckenmiller  
**Sent:** Thursday, August 5, 2021 2:00 PM  
**To:** pate@plumcore.com  
**Subject:** Baldwin County Jail K Block Shower.pdf

See attached proposal for the K Block Shower. Make note that I did not include repairing the ceiling.

Thanks,

*Jeffrey Druckenmiller*  
*Melvin Pierce Painting*  
*8475 Moffett Road*  
*Semmes, AL 36575*  
Office: 251-649-2900  
Fax: 251-649-8569  
Cell: 251-583-0530

# Melvin Pierce Painting

8475 Moffett Road/P.O. Box 378

Semmes, AL 36575

Phone: (251)-649-2900

Fax: (251)-649-8569

Date: 8/5/2021

From: Jeffrey Druckenmiller

Deliver to: Chris @ Plumcore

Reference: Baldwin County Jail K Block Shower

Subject: Bid Proposal

## Scope of Work:

**Bid Total: \$ 24,150.00**

1. Prep and paint floors, walls, ceilings, and windows with 2 coats of epoxy



## Exclusions:

1. Plaster repair at ceiling



Founded 1957 ♦ Pearson, Humphries, & Jones Architects

Patrick T. Addison, AIA

Harrell G. Gandy, AIA  
Brian J. Klinkhammer, AIA

E. Griffin Harris, AIA  
Steven R. Hall, AIA

Renis Jones III, AIA

Friday, August 6, 2021

Garrett Hathcox  
Plum-Core Plumbing  
2605 Decatur Highway, Gardendale, Alabama 35071

Re: Water Pipe Replacement at the Baldwin County Correction Center  
for the Baldwin County Commission

PH&J No: 1912-GV

**Request For Proposal #3**

Mr. Hathcox,

On behalf of the Baldwin County Commission, please provide a proposal to repaint and coat all surfaces; Floor walls, ceilings, and painted security hollow metals in K-Block Building.

Please provide coatings as directed by Bobby Ealum for the appropriate surfaces. In your proposal, please outline and specify the coating materials your proposal provides for each surface.

Please send your proposal to my office for processing and approval.

If you have any questions, please call.

Thank-you as always,

Patrick T. Addison, Architect

CC: Wanda Gautney, Sheriff Hoss Mack, Chief Anthony Lowery,  
Brittney Lundy, Tommy Talbert



# BALWIN COUNTY CHANGE ORDER LABOR

Description	Journeyman	Hours	Regular Rate \$46.75/Hr	OT Hours	OT Rate \$70.13/hr	Total Labor
II-A Valve Rebuilds	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
II-A Valve Rebuilds	6	16	\$4,488.00	5	\$2,103.90	\$6,591.90
II-A Tapping Security Panels for Safety Screws	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
II-B Valve Rebuilds	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
II-B Tapping Security Panels for Safety Screws	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
III-A Valve Rebuilds	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
III-A Tapping Security Panels for Safety Screws	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
III-B Valve Rebuilds	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
III-B Tapping Security Panels for Safety Screws	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
IV-A Valve Rebuilds	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
IV-A Tapping Security Panels for Safety Screws	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
IV-B Valve Rebuilds	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
IV-B Tapping Security Panels for Safety Screws	4	16	\$2,992.00	5	\$1,402.60	\$4,394.60
V-B Tapping Security Panels for Safety Screws	6	16	\$4,488.00	5	\$2,103.90	\$6,591.90
		224		70		\$65,919.00

Material is shown on the material tab

\$33,764.02

VENDER	INVOICE #	AMOUNT	DATE	
Ferguson	1184740	\$176.99	✓ 11/13/2020	
Ferguson	1189959	\$29.19	✓ 11/13/2020	
Ferguson	1197374	\$6,524.78	✓ 12/1/2020	
Ferguson	1313475	\$9,344.11	✓ 12/29/2020	
Ferguson	1313475-1	\$13,667.04	✓ 1/22/2021	
Ferguson	1339398	\$64.51	✓ 12/22/2020	
Ferguson	1387188	\$32.25	✓ 1/8/2021	
Ferguson	1387188-1	\$144.17	✓ 1/21/2021	
Ferguson	1412573	\$420.61	✓ 2/3/2021	
Ferguson	1432991	\$64.51	✓ 1/20/2021	
Ferguson	1506884	\$64.51	✓ 2/5/2021	
Ferguson	1507198	\$34.16	✓ 2/5/2021	
Ferguson	1572623	\$73.98	✓ 2/24/2021	
Ferguson	1572623-1	\$64.58	✓ 3/12/2021	
Ferguson	1642485	\$396.40	✓ 3/10/2021	
Ferguson	1740481	\$43.90	✓ 4/1/2021	\$31,145.69
Fastenal	ALSTA49865	\$575.82	✓ 2/15/2020	
Fastenal	ALSTA49900	\$286.08	✓ 1/20/2021	
Fastenal	ALROB126642	\$134.46	✓ 3/11/2021	
Fastenal	ALROB127151	\$131.03	✓ 4/14/2021	
Fastenal	ALROB127577	\$92.39	✓ 5/15/2021	
Fastenal	ALROB128025	\$98.60	✓ 5/19/2021	\$1,318.38

Home Depot	4061675	\$97.02	✓	1/15/2021	
Home Depot	4020553	\$44.91	✓	1/15/2021	
Home Depot	6024703	\$185.62	✓	1/15/2021	
Home Depot	4024860	\$15.94	✓	2/17/2021	
Home Depot	31099	\$31.88	✓	3/3/2021	
Home Depot	5010642	\$75.17	✓	3/8/2021	\$450.54
M & M Construction	73657	\$715.00	✓	12/3/2020	\$715.00
Ace	279663	\$39.63	✓	4/1/2021	
Ace	261006	\$28.90	✓	4/7/2021	
Ace	285048	\$12.75	✓	4/27/2021	\$81.28
Lowes	1106	\$30.36	✓	1/11/2021	
Lowes	9971	\$22.77	✓	1/20/2021	\$53.13
		<b>\$33,764.02</b>			





25271 FRIENDSHIP ROAD  
\*O/S CITY LIMITS\*  
DAPHNE, AL 36526-0000

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1184740	\$176.99	450739	1 of 1


PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
25271 FRIENDSHIP ROAD  
O/S CITY LIMITS  
DAPHNE, AL 36526-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1608	1608	ALE	137204	EK	BALDWIN COUNTY	11/13/20	JO 348335
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
3	3	JJ40165	THANK YOU FOR SHOPPING AT FERGUSON				
3	3	JJ40166	00 FLT BIBB WASHERS 25/PK	4.848	PK	14.54	
4	4	JO25201	0 FLT BIBB WASHERS 25/PK	4.848	PK	14.54	
			O-RING BOXED KIT	32.253	EA	129.01	
			INVOICE SUB-TOTAL				158.09
			FREIGHT				18.90
*****							
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
*****							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							
							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$176.99

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.







4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1189959	\$109.53	392427	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
GARDENDALE, AL 35071

COUNTER PICK UP  
4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	AL9149	137004	EK	137004	11/13/20	IO 348334
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	JO25201	O-RING BOXED KIT	19.400	EA	19.40	
1	1	LIN300215	1"0320 00 FLT BIBB WASHERS (25/PK)	3.282	EA	3.28	
1	1	LIN300216	1"0420 0 FLT BIBB WASHERS (25/PK)	3.282	PK	3.28	
1	1	LIN300218	*0720 1/4 FLT BIBB WASHERS (25/PK)	3.282	EA	3.28	
2	2	L8011638EW18PK	44-7/8 18 TPI B/SAW BLD 38EW18	25.832	PK	51.66	
1	1	M48390572	18 TP1 M12 B/SAW BLD 3PK	18.660	EA	18.66	
INVOICE SUB-TOTAL						32.16	99.56
TAX Mobile							9.97
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill? Log in to <a href="http://Ferguson.com">Ferguson.com</a> and request access to Online Bill Pay.							



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	29.19	\$109.53
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.





ORDER NO. REQUIRED DATE SHIP WHS. SELL WHS.

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS	CM CONTACT
						SHIP VIA	VENDOR
						ROUTE NO.	VENDOR PO. NO.
						ROUTE DESC.	
						SHIP WT.	SHIP DATE
						DELIVERED BY	PACKED BY
						CHECKED BY	

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	RO. NO.	ASLE LOC.
1			0035201	9-RING BOXED KIT					
2			11300215	1*0020 00 FLT 1/2" W/SHERS (25/PK)					
3			11300216	1*0420 1 FLT 1/2" W/SHERS (25/PK)					
4			11300217	1*0720 1/4 FLT 1/2" W/SHERS (25/PK)					
5			11301105	44-7/8 10 TPI 1/2" SAW 810 300W15					
6			11301105	10 TPI 1/2" SAW 810 300W15					
TOTAL WEIGHT OF ORDER									
NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.									
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.									
SUBTOTAL				INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE	

CUSTOMER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TERMS: \_\_\_\_\_ CUSTOMER COPY



4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1197374	\$6,729.10	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	BCCF REBUILD PARTS	12/01/20	IO 349794
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
40	40	SP-A2560015001	WATER CHAMBER ASSY	13.682	EA	547.28	
40	40	SP-W600089	WILLOUGHBY CHECKSTOP STRAINER ASSEM	29.906	EA	1196.24	
40	40	SP-F2560075001	FP 2560-075-001 DIAPHRAM ASSEMBLY	17.176	EA	687.04	
290	290	SP-F380207	FP 380207 PUSH BUTTON DIAPHRAM	7.294	EA	2115.26	
290	290	SP-F380897	FP 380897 SEAT AND O-RING	6.824	EA	1978.96	
3	3	GBRNGU	LF 1X6 BRS NIP GBL	15.633	EA	46.90	
12	11	PFXMCUDDN	LF 1/2 OD X 1/2 MIP COMP ADPT	4.928	EA	54.21	
10	10	IBRLF9G	LF 1 BRS 90 ELL	8.427	EA	84.27	
INVOICE SUB-TOTAL						6524.78	6740.46
FREIGHT							18.94
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill?							
Log in to <a href="https://www.ferguson.com">Ferguson.com</a> and request access to Online Bill Pay.							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

6524.78 \$6,729.10

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



ORDER NO.	REQUIRED DATE	SHIP WHS.	SELL WHS.
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WRITER	SALESMAN
--------	----------

TAG PO NO

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.
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BID NO	
--------	--

ORDER DATE

ORDERED BY

### INSTRUCTIONS

OML CONTACT	
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VENDOR

VENDOR P.O. NO.

ROUTE NO.

[illegible]

SHIP VIA

PDS

BAGS

BOXES

CRATES

LENGTH

## BUNDLES

CUSTOMER PO NO

JOB NAME	START DATE	END DATE	STATUS	DESCRIPTION
...	...	...	...	...

ATTN:

SHIP WT

SHIP DATE

DELIVERED BY

PACKED BY	
-----------	--

CHECKED BY

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	aisle ldc
				000 0NS					
1	100		EP-0250005001	WATER CHARTER BOAT		EA	100.00		
2	100		EP-06000003	WILLUGHBY CHELSEA STATIONER BOAT		EA	100.00		
3	100		EP-2500075001	EP 2500-075-001 DIAPHRAM ASSEMBLY		EA	100.00		
4	100		EP-30000207	EP 300002 PUMP OUT EP 30000201		EA	100.00		
5	100		EP-30000007	EP 300002 BOAT AND 4-2200		EA	100.00		
6	100		EP-10000000	EP 10000000		EA	100.00		
7	100		EP-10000000	EP 10000000		EA	100.00		
8	100		EP-10000000	EP 10000000		EA	100.00		
9	100		EP-10000000	EP 10000000		EA	100.00		
10	100		EP-10000000	EP 10000000		EA	100.00		
11	100		EP-10000000	EP 10000000		EA	100.00		
12	100		EP-10000000	EP 10000000		EA	100.00		

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS  
SUBJECT TO HANDLING CHARGES.  
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS  
OF WARRANTY.

SUBTOTAL

**INBOUND**

## OUTBOUND

TAY

**LESS**

TOTAL DUE

CUSTOMER'S  
SIGNATURE:

DATE: \_\_\_\_\_

TERMS:



CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO	ORDER DATE	ORDERED BY
00738	ASTORIA	0000000000	0000000000	11/16/2000	PHIL

SOLD  
FO

RECORDED IN:  
CLERK OF DISTRICT COURT  
DISTRICT OF COLUMBIA  
GARDENHLE, JR. 65071  
COST. PM. 2005-11-24-33

SHIP TO

CUSTOMER PO. NO.	JOB NAME
3720	MCCS WERVELD PORTE

### INSTRUCTIONS

WRITER	SALESMAN
--------	----------

TAG P.O. NO.

QML CONTACT

VENDOR

VENDOR P.O. NO.

SHIP VIA

ROUTE NO.

PLAN NO.	DEPART TO
----------	-----------

PCS

3435

30

	CF
--	----

ES	
----	--

GTHS

ROUTE DESC.

SHIP WT.

SHIP DATE

DELIVERED BY

PACKED BY	
-----------	--

✓ CHECKED BY

[illegible]

**NO LEAD WARNING:** It is illegal to install products that are not "Lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are not lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ CUSTOMER COPY

**TERMS:**



4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1313475	\$9,344.11	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

BALDWIN COUNTY CORRECTIONAL  
C/O PLUMCORE INC  
111 EAST 4TH ST  
ATTN: OFFICER WATSON

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	BCCF REBUILD PARTS	12/29/20	IO 352207
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
250	250	SP-A2560015001	WATER CHAMBER ASSY	13.682	EA	3420.50	
250	250	SP-F2560075001	FP 2560-075-001 DIAPHRAM ASSEMBLY	17.176	EA	4294.00	
511	54	SP-W600089	WILLOUGHBY CHECKSTOP STRAINER ASSEM	29.906	EA	1614.92	
250	0	S3323182	V651A VB REP KIT		EA	0.00	
1	1	RAP50190	RAPTOR NIP EXTR PK 3PC	14.690	EA	14.69	
INVOICE SUB-TOTAL						9344.11	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$9,344.11

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.





FERGUSON ENTERPRISES, L.P.  
1401 W. HOLLAND AVE.  
DALLAS, TEXAS 75202-5415

ORDER NO. REQUIRED DATE SHIP WHS. SELL WHS.

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS	WRITER	SALESMAN
00000	000000	00000	00000	000000	00000			
<div>SOLD TO</div> <div>SHIP TO</div>							TAG PO. NO.	
							OHL CONTACT	
							VENDOR	
							VENDOR PO. NO.	
SHIP VIA							ROUTE NO.	SHIP NO. DEPART
PCS BAGS BOXES CRATES LENGTHS BUNDLES							ROUTE DESC.	

CUSTOMER PO. NO.	JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY
00000	0000000000	00000	00000	000000	00000	00000	00000

LINE	ORDER QTY.	SHIP QTY.	NO. QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISSLE LOC.
1	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
2	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
3	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
4	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
5	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
6	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
7	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
8	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
9	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
10	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
11	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
12	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
13	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
14	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
15	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
16	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
17	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
18	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
19	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
20	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
21	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
22	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
23	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
24	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
25	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
26	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
27	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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29	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
30	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
31	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
32	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
33	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
34	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
35	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
36	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
37	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
38	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
39	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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41	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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44	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
45	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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47	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
48	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
49	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
50	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
51	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
52	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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54	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
55	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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60	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
61	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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63	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
64	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
65	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
66	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
67	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
68	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
69	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
70	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
71	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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73	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
74	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
75	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
76	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
77	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
78	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
79	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
80	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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82	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
83	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
84	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
85	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
86	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
87	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
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89	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
90	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
91	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
92	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
93	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
94	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
95	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
96	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
97	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
98	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
99	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000
100	1	1	1	0000000000	0000000000	000000	00000	000000	000000	000000

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.  
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
000000	000000	000000	000000	000000	000000

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_  
CUSTOMER COPY





4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1313475-1	\$13,667.04	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

SHIP TO:

BALDWIN COUNTY CORRECTIONAL  
C/O PLUMCORE INC  
111 EAST 4TH ST  
ATTN: OFFICER WATSON

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	BCCF REBUILD PARTS	01/22/21	IO 354468
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
457	457	SP-VV600089	WILLOUGHBY CHECKSTOP STRAINER ASSEM	29.906	EA	13667.04	
			INVOICE SUB-TOTAL			13667.04	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$13,667.04
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

ORDER NO.										REQUIRED DATE										SHIP WHS.										SELL WHS.										WRITER										SALESMAN																													
CUSTOMER NO.										CUSTOMER ALPHA										CONTRACT NO.										BID NO.										ORDER DATE										ORDERED BY										INSTRUCTIONS										OHL CONTACT									
CUSTOMER PO. NO.										JOB NAME										ATTN:										SHIP WT.										SHIP DATE										DELIVERED BY										PACKED BY										CHECKED BY									
LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION										UNIT PRICE	U/M	TOTAL	PO. NO.	ASLE LOC.																																																													
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4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1339398	\$202.45	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	SAMMY	12/22/20	IO 351787
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
2	2	JO25201	Source Order#: 1315110 <b>O-RING BOXED KIT</b>	32.253	EA	64.51	
125	125	B8059957	1-3/4 CNCRT SAMMY 3/8 VERT CST 20	60.557	C	75.70	
3	1	CCAPM	3 WROT COP CAP 3-1/8 OD	41.483	EA	41.48	
2	0	FNWFENWZ14114	1/4 X 1-1/4 FENDER WSHR ZN 50PK		PK	0.00	
4	1	FNWFENWZ38112	3/8 X 1-1/2 FENDER WSHR ZN 25PK	4.351	PK	4.35	
10	7	PSTTF520	3/4X520 PTFE PIPE THRD TAPE	1.166	EA	8.16	
2	2	CCAPJ	1-1/2 WROT COP CAP 1-5/8 OD	4.125	EA	8.25	
INVOICE SUB-TOTAL						202.45	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to [Ferguson.com](https://www.ferguson.com) and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	64.51	\$202.45
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



FERGUSON ENTERPRISES, LLC #001  
1112 N. HILL ST. #100  
MILWAUKEE, WI 53233-3614

ORDER NO. 333188 REQUIRED DATE 12/22/20 SHIP WHS. 352 SELL WHS. 253

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS	CML CONTACT					
50720	010003857		8081793	12/16/20	861		705-210-7500					
<div>SHIP TO</div> <div>COUNTERTOP FOR CUPB20CANA-00 CUPB20CANA-00 CUPB20CANA-00 CUPB20CANA-00 CUPB20CANA-00</div> <div>SHIP TO</div>						VENDOR						
						VENDOR PO. NO.						
						SHIP VIA	ROUTE NO.	RUN NO.	DEPART			
PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES	ROUTE DESC.						
CUSTOMER PO. NO.						JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISE LOC.
1	2	2	0025201	0-RING BOXED KIT		EA		0-3 1b	
2	125	125	08094457	1-3/4 CONC. BRKT. 1-1/2 WEST. 63" 20				0-1 1b	
3	2	2	0000000	3 WRO. COP. CWP 1-1/2 20		EA		0-3 1b	
4	2	2	0000000	1/4 X 1-1/4 FENDER WSHR 2N 50PK		PK		0-3 1b	
5	4	4	0000000	3/8 X 1-1/2 FENDER WSHR 2N 25PK		PK		0-3 1b	
6	10	10	0000000	3/4X520 RISE PIPE THRU TAPE		EA		0-3 1b	
7	2	2	0000000	1-1/2 WRO. COP. CWP 1-3/8 20		EA		0-3 1b	
TOTAL WEIGHT OF ORDER:							5,414.105		

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_

CUSTOMER COPY





25271 FRIENDSHIP ROAD  
\*O/S CITY LIMITS\*  
DAPHNE, AL 36526-0000

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1387188	\$32.25	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
25271 FRIENDSHIP ROAD  
O/S CITY LIMITS  
DAPHNE, AL 36526-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1608	1608	ALE	137204	EK	BALDWIN COUNTY	01/08/21	IO 353088
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
73 1	0 1	LIN128009 JD25201	5/8X1/2 O-RING R-42 2 PK O-RING BOXED KIT	32.253	PK EA	0.00 32.25	
INVOICE SUB-TOTAL						32.25	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill? Log in to <a href="https://www.ferguson.com">Ferguson.com</a> and request access to Online Bill Pay.							



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$32.25
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



FERGUSON ENTERPRISES #1608  
2571 FRIENDSHIP ROAD  
WYOMING, WY 83534-0000  
PH: 307-631-1147 FAX: 307-631-1140

ORDER NO. REQUIRED DATE SHIP WHS. SELL WHS.

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS	WRITER	SALESMAN
30738	PLUMCORE1		RL31785	11/08/21	PAUL			
<b>SOLD TO</b> PLUMCORE INC 2560 WELSH RD WYOMING COUNTY WYOMING, WY 83507 PH: 307-631-1147 FAX: 307-631-1140						OIL CONTACT		
						VENDOR		
						VENDOR PO. NO.		
						SHIP VIA		
<b>SHIP TO</b> COUNTY RICHMOND 2571 FRIENDSHIP ROAD WYOMING COUNTY WYOMING, WY 83507 PH: 307-631-1147 FAX: 307-631-1140						ROUTE NO.		
						ROUTE DESC.		
CUSTOMER PO. NO.						SHIP WT.		
JOB NAME						SHIP DATE		
ATTN:						DELIVERED BY		
						PACKED BY		
						CHECKED BY		

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	ASLE LOC
1	1	1	2025101	5/8" X 1/2" O-RING 3-12-2 FK		PK		81503-1013	
2	1	1	2025101	O-RING 10XED-111		EA		0.0 lb	
								0.9 lb	
				TOTAL WEIGHT OF ORDER:			0.900 lbs		
*****									
LEAD WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are not lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.									
NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.				SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.									

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_

CUSTOMER COPY





25271 FRIENDSHIP ROAD  
\*O/S CITY LIMITS\*  
DAPHNE, AL 36526-0000

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1387188-1	\$144.17	450739	1 of 1


PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
25271 FRIENDSHIP ROAD  
O/S CITY LIMITS  
DAPHNE, AL 36526-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1608	1608	ALE	137204	EK	BALDWIN COUNTY	01/21/21	IO 354297
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
73	73	LIN128009	5/8X1/2 O-RING R-42 2 PK	0.681	PK	49.71	
18	18	PFXMCUBDN	LF 1/4 OD X 1/2 MIP COMP ADPT	5.248	EA	94.46	
			INVOICE SUB-TOTAL			144.17	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$144.17

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CUSTOMER NO	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
50239	01 UNCORE1	0000000000	0131739	11/28/21	PH

CUSTOMER PO NO:	JOB NAME	ATTN:
07304	SOLDOWN COUNTY	

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES	ROUTE DESC.
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[illegible]

**LAW WARNING:** It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NPL" in the description are NPL lead-free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ CUSTOMER COPY





4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1412573	\$792.95	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

COUNTER PICK UP  
4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

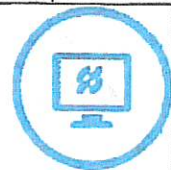
PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	IPEX VENT/PIPE	02/03/21	IO 355661
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
10	10	I394000	2X10' PVC GAS VENT PIPE PE SYS 1738	195.300	C	19.53	
2	2	I397041	1 QT PVC FGV CMNT LOW VOC SYS 1738	10.905	EA	21.81	
2	2	I397352	2 PVC SYS 1738 COUP	1.302	EA	2.60	
16	16	BOR17XC	LF 1/2 FIP X 3/8 COMP ANG ST CP	8.872	EA	141.95	
7	7	PFXMCUBDN	LF 1/4 OD X 1/2 MIP COMP ADPT	5.248	EA	36.74	
16	16	PFXMCUBBN	LF 1/4 OD X 1/4 MIP COMP ADPT	2.484	EA	39.74	
2	2	PS0603	OPEN MESH CLO WP 1.5X10 YDS	10.688	EA	21.38	
32	32	PFX146205	LF 1/4 X 1/4 C 60 SS IM CONN	10.754	EA	344.13	
6	6	PF500J	1-1/2 COP CLAD 2H STRP	0.387	EA	2.32	
4	4	R24215	1/4X1-1/4 HWH TAPCON BLUE 25/PK	7.664	PK	30.66	
2	2	L20564614RPK	6 14 TPI BMTL RECIP SAW BLD 6 5 PK	13.801	PK	27.60	
2	2	L20578818RPK	8 18 TPI RECIP SAW BLD 818R 5 PK	17.495	PK	34.99	
INVOICE SUB-TOTAL						723.45	
FREIGHT						69.50	

LEAD WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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Log in to [Ferguson.com](https://www.ferguson.com) and request access to Online Bill Pay.



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	420.61	\$792.95
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412573 02/02/21 252

TAG RD. NO.

**VENDOR**

ROUTE NO.

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CUSTOMER PO. NO.	JOB NAME
37204	EPER VENT/PIRE

1927年12月1日

SHIP VIA

PCS

SHIP WT.

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TAX

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LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	PO. NO.	HAZ. LOC.
1	1	1		HAZARDOUS MATERIALS					
2	1	1		HAZARDOUS MATERIALS					
3	1	1		HAZARDOUS MATERIALS					
4	1	1		HAZARDOUS MATERIALS					
5	1	1		HAZARDOUS MATERIALS					
6	1	1		HAZARDOUS MATERIALS					
7	1	1		HAZARDOUS MATERIALS					
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9	1	1		HAZARDOUS MATERIALS					
10	1	1		HAZARDOUS MATERIALS					
11	1	1		HAZARDOUS MATERIALS					
12	1	1		HAZARDOUS MATERIALS					
13	1	1		HAZARDOUS MATERIALS					
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64	1	1		HAZARDOUS MATERIALS					
65	1	1		HAZARDOUS MATERIALS					
66	1	1		HAZARDOUS MATERIALS					

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.  SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ CUSTOMER COPY





FERGUSON ENTERPRISE SOLUTIONS  
4100 HALLS HILL ROAD  
BIRMINGHAM, AL 35235-1614

ORDER NO. REQUIRED DATE SHIP WHS. SELL WHS.

CUSTOMER NO. CUSTOMER ALPHA CONTRACT NO. BID NO. ORDER DATE ORDERED BY

SOLD TO

SHIP TO

INSTRUCTIONS

WRITER SALESMAN

TAG P.O. NO.

OML CONTACT

VENDOR

VENDOR P.O. NO.

SHIP VIA

ROUTE NO.

PLAN NO.

DEPART

PCS

BAIS

BOXES

CRATES

LENGTHS

BUNDLES

ROUTE DESC

CUSTOMER P.O. NO.

JOB NAME

ATTN:

SHIP WT.

SHIP DATE

DELIVERED BY

PACKED BY

CHECKED BY

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	ASLE LOC
1			1396100	2X10" PVC GR. VENT. PIPE, PE, S/S 1/2"				103-2-15	
2			1397341	1 QT PVC EGY CTM LHM W/O S/S 1/2"				103-2-15	
3			1397352	2 PVC S/S 1/2" COUP				103-2-15	
4			1397352	2 PVC S/S 1/2" COUP				103-2-15	
5			1397352	2 PVC S/S 1/2" COUP				103-2-15	
6			1397352	2 PVC S/S 1/2" COUP				103-2-15	
7			1397352	2 PVC S/S 1/2" COUP				103-2-15	
8			1397352	2 PVC S/S 1/2" COUP				103-2-15	
9			1397352	2 PVC S/S 1/2" COUP				103-2-15	
10			1397352	2 PVC S/S 1/2" COUP				103-2-15	
11			1397352	2 PVC S/S 1/2" COUP				103-2-15	
12			1397352	2 PVC S/S 1/2" COUP				103-2-15	
13			1397352	2 PVC S/S 1/2" COUP				103-2-15	
14			1397352	2 PVC S/S 1/2" COUP				103-2-15	
15			1397352	2 PVC S/S 1/2" COUP				103-2-15	
16			1397352	2 PVC S/S 1/2" COUP				103-2-15	
17			1397352	2 PVC S/S 1/2" COUP				103-2-15	
18			1397352	2 PVC S/S 1/2" COUP				103-2-15	
19			1397352	2 PVC S/S 1/2" COUP				103-2-15	
20			1397352	2 PVC S/S 1/2" COUP				103-2-15	
21			1397352	2 PVC S/S 1/2" COUP				103-2-15	
22			1397352	2 PVC S/S 1/2" COUP				103-2-15	
23			1397352	2 PVC S/S 1/2" COUP				103-2-15	
24			1397352	2 PVC S/S 1/2" COUP				103-2-15	
25			1397352	2 PVC S/S 1/2" COUP				103-2-15	
26			1397352	2 PVC S/S 1/2" COUP				103-2-15	
27			1397352	2 PVC S/S 1/2" COUP				103-2-15	
28			1397352	2 PVC S/S 1/2" COUP				103-2-15	
29			1397352	2 PVC S/S 1/2" COUP				103-2-15	
30			1397352	2 PVC S/S 1/2" COUP				103-2-15	
31			1397352	2 PVC S/S 1/2" COUP				103-2-15	
32			1397352	2 PVC S/S 1/2" COUP				103-2-15	
33			1397352	2 PVC S/S 1/2" COUP				103-2-15	
34			1397352	2 PVC S/S 1/2" COUP				103-2-15	
35			1397352	2 PVC S/S 1/2" COUP				103-2-15	
36			1397352	2 PVC S/S 1/2" COUP				103-2-15	
37			1397352	2 PVC S/S 1/2" COUP				103-2-15	
38			1397352	2 PVC S/S 1/2" COUP				103-2-15	
39			1397352	2 PVC S/S 1/2" COUP				103-2-15	
40			1397352	2 PVC S/S 1/2" COUP				103-2-15	
41			1397352	2 PVC S/S 1/2" COUP				103-2-15	
42			1397352	2 PVC S/S 1/2" COUP				103-2-15	
43			1397352	2 PVC S/S 1/2" COUP				103-2-15	
44			1397352	2 PVC S/S 1/2" COUP				103-2-15	
45			1397352	2 PVC S/S 1/2" COUP				103-2-15	
46			1397352	2 PVC S/S 1/2" COUP				103-2-15	
47			1397352	2 PVC S/S 1/2" COUP				103-2-15	
48			1397352	2 PVC S/S 1/2" COUP				103-2-15	
49			1397352	2 PVC S/S 1/2" COUP				103-2-15	
50			1397352	2 PVC S/S 1/2" COUP				103-2-15	
51			1397352	2 PVC S/S 1/2" COUP				103-2-15	
52			1397352	2 PVC S/S 1/2" COUP				103-2-15	
53			1397352	2 PVC S/S 1/2" COUP				103-2-15	
54			1397352	2 PVC S/S 1/2" COUP				103-2-15	
55			1397352	2 PVC S/S 1/2" COUP				103-2-15	
56			1397352	2 PVC S/S 1/2" COUP				103-2-15	
57			1397352	2 PVC S/S 1/2" COUP				103-2-15	
58			1397352	2 PVC S/S 1/2" COUP				103-2-15	
59			1397352	2 PVC S/S 1/2" COUP				103-2-15	
60			1397352	2 PVC S/S 1/2" COUP				103-2-15	
61			1397352	2 PVC S/S 1/2" COUP				103-2-15	
62			1397352	2 PVC S/S 1/2" COUP				103-2-15	
63			1397352	2 PVC S/S 1/2" COUP				103-2-15	
64			1397352	2 PVC S/S 1/2" COUP				103-2-15	
65			1397352	2 PVC S/S 1/2" COUP				103-2-15	
66			1397352	2 PVC S/S 1/2" COUP				103-2-15	
67			1397352	2 PVC S/S 1/2" COUP				103-2-15	
68			1397352	2 PVC S/S 1/2" COUP				103-2-15	
69			1397352	2 PVC S/S 1/2" COUP				103-2-15	
70			1397352	2 PVC S/S 1/2" COUP				103-2-15	
71			1397352	2 PVC S/S 1/2" COUP				103-2-15	
72			1397352	2 PVC S/S 1/2" COUP				103-2-15	
73			1397352	2 PVC S/S 1/2" COUP				103-2-15	
74			1397352	2 PVC S/S 1/2" COUP				103-2-15	
75			1397352	2 PVC S/S 1/2" COUP				103-2-15	
76			1397352	2 PVC S/S 1/2" COUP				103-2-15	
77			1397352	2 PVC S/S 1/2" COUP				103-2-15	
78			1397352	2 PVC S/S 1/2" COUP				103-2-15	
79			1397352	2 PVC S/S 1/2" COUP				103-2-15	
80			1397352	2 PVC S/S 1/2" COUP				103-2-15	
81			1397352	2 PVC S/S 1/2" COUP				103-2-15	
82			1397352	2 PVC S/S 1/2" COUP				103-2-15	
83			1397352	2 PVC S/S 1/2" COUP				103-2-15	
84			1397352	2 PVC S/S 1/2" COUP				103-2-15	
85			1397352	2 PVC S/S 1/2" COUP				103-2-15	
86			1397352	2 PVC S/S 1/2" COUP				103-2-15	
87			1397352	2 PVC S/S 1/2" COUP				103-2-15	
88			1397352	2 PVC S/S 1/2" COUP				103-2-15	
89			1397352	2 PVC S/S 1/2" COUP				103-2-15	
90			1397352	2 PVC S/S 1/2" COUP				103-2-15	
91			1397352	2 PVC S/S 1/2" COUP				103-2-15	
92			1397352	2 PVC S/S 1/2" COUP				103-2-15	
93			1397352	2 PVC S/S 1/2" COUP				103-2-15	
94			1397352	2 PVC S/S 1/2" COUP				103-2-15	
95			1397352	2 PVC S/S 1/2" COUP				103-2-15	
96			1397352	2 PVC S/S 1/2" COUP				103-2-15	
97			1397352	2 PVC S/S 1/2" COUP				103-2-15	
98			1397352	2 PVC S/S 1/2" COUP				103-2-15	
99			1397352	2 PVC S/S 1/2" COUP				103-2-15	
100			1397352	2 PVC S/S 1/2" COUP				103-2-15	

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_

CUSTOMER COPY





FERGUSON INTERNATIONAL LLC  
1177 WILSON MILL RD  
PO BOX 100  
MILWAUKEE, WI 53214

ORDER NO. 1241221 REQUIRED DATE 12/14/21 SHIP WHS. 252 SELL WHS. 252

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	SID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS	QML CONTACT					
1241221	PLUMCORE1			12/14/21	252							
<div>SOLD TO</div> <div>SHIP TO</div>						SHIP VIA	ROUTE NO.	RUN NO.	DEPART			
						PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES	ROUTE DESC.
CUSTOMER PO. NO.	JOB NAME	ATTN:	SHIP WT	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY					
1241221	PLUMCORE1											

LINE	ORDER QTY	SHIP QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	aisle loc
1	1	1	1241221	1241221					
2	1	1	1241221	1241221					
3	1	1	1241221	1241221					
4	1	1	1241221	1241221					
5	1	1	1241221	1241221					
6	1	1	1241221	1241221					
7	1	1	1241221	1241221					
8	1	1	1241221	1241221					
9	1	1	1241221	1241221					
10	1	1	1241221	1241221					
11	1	1	1241221	1241221					
12	1	1	1241221	1241221					
13	1	1	1241221	1241221					
14	1	1	1241221	1241221					
15	1	1	1241221	1241221					
16	1	1	1241221	1241221					
17	1	1	1241221	1241221					
18	1	1	1241221	1241221					
19	1	1	1241221	1241221					
20	1	1	1241221	1241221					
21	1	1	1241221	1241221					
22	1	1	1241221	1241221					
23	1	1	1241221	1241221					
24	1	1	1241221	1241221					
25	1	1	1241221	1241221					
26	1	1	1241221	1241221					
27	1	1	1241221	1241221					
28	1	1	1241221	1241221					
29	1	1	1241221	1241221					
30	1	1	1241221	1241221					
31	1	1	1241221	1241221					
32	1	1	1241221	1241221					
33	1	1	1241221	1241221					
34	1	1	1241221	1241221					
35	1	1	1241221	1241221					
36	1	1	1241221	1241221					
37	1	1	1241221	1241221					
38	1	1	1241221	1241221					
39	1	1	1241221	1241221					
40	1	1	1241221	1241221					
41	1	1	1241221	1241221					
42	1	1	1241221	1241221					
43	1	1	1241221	1241221					
44	1	1	1241221	1241221					
45	1	1	1241221	1241221					
46	1	1	1241221	1241221					
47	1	1	1241221	1241221					
48	1	1	1241221	1241221					
49	1	1	1241221	1241221					
50	1	1	1241221	1241221					
51	1	1	1241221	1241221					
52	1	1	1241221	1241221					
53	1	1	1241221	1241221					
54	1	1	1241221	1241221					
55	1	1	1241221	1241221					
56	1	1	1241221	1241221					
57	1	1	1241221	1241221					
58	1	1	1241221	1241221					
59	1	1	1241221	1241221					
60	1	1	1241221	1241221					
61	1	1	1241221	1241221					
62	1	1	1241221	1241221					
63	1	1	1241221	1241221					
64	1	1	1241221	1241221					
65	1	1	1241221	1241221					
66	1	1	1241221	1241221					
67	1	1	1241221	1241221					
68	1	1	1241221	1241221					
69	1	1	1241221	1241221					
70	1	1	1241221	1241221					
71	1	1	1241221	1241221					
72	1	1	1241221	1241221					
73	1	1	1241221	1241221					
74	1	1	1241221	1241221					
75	1	1	1241221	1241221					
76	1	1	1241221	1241221					
77	1	1	1241221	1241221					
78	1	1	1241221	1241221					
79	1	1	1241221	1241221					
80	1	1	1241221	1241221					
81	1	1	1241221	1241221					
82	1	1	1241221	1241221					
83	1	1	1241221	1241221					
84	1	1	1241221	1241221					
85	1	1	1241221	1241221					
86	1	1	1241221	1241221					
87	1	1	1241221	1241221					
88	1	1	1241221	1241221					
89	1	1	1241221	1241221					
90	1	1	1241221	1241221					
91	1	1	1241221	1241221					
92	1	1	1241221	1241221					
93	1	1	1241221	1241221					
94	1	1	1241221	1241221					
95	1	1	1241221	1241221					
96	1	1	1241221	1241221					
97	1	1	1241221	1241221					
98	1	1	1241221	1241221					
99	1	1	1241221	1241221					
100	1	1	1241221	1241221					

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_

CUSTOMER COPY



4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1432991	\$112.12	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

COUNTER PICK UP  
4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	BALDWIN COUNTY	01/20/21	IO 354194
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
2		2 MPF07014	LF 2 COP PRESS CAP	21.252	EA	42.50	
2		2 JO25201	O-RING BOXED KIT	32.253	EA	64.51	
3		3 PDWVFAJ	1-1/2 PVC DWW FEM ADPT	0.875	EA	2.63	
3		3 PDWVCOPJ	1-1/2 PVC DWW RAISED CO PLUG	0.827	EA	2.48	
INVOICE SUB-TOTAL						112.12	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	64.51 \$112.12
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.





FERGUSON ENTERPRISES, L.P.  
4100 HOLLYHURST ROAD  
ROSELLE, TEXAS 75067-1414

ORDER NO. 15-2052 REQUIRED DATE 01/19/22 SHIP WHS 253 SELL WHS 252

CUSTOMER NO. 000733 CUSTOMER ALPHA 00000000 CONTRACT NO. BID NO. ORDER DATE 01/19/22 ORDERED BY

SHIP TO  
FLORENCE  
1685 TARRANT WAY  
1400 INDEPENDENT  
WESBROOK, OK 73093  
CUST. PO. 2054531-433

INSTRUCTIONS  
SHIP VIA  
PCS BAGS BOXES CRATES LENGTHS BUNDLES  
SHIP WT. SHIP DATE DELIVERED BY  
PACKED BY  
CHECKED BY

WRITER SALESMAN  
TAG PO. NO.  
OHL CONTACT  
VENDOR  
VENDOR PO. NO.  
ROUTE NO. RUN NO. DEPART T  
ROUTE DESC.

CUSTOMER P.O. NO. 01-105 JOB NAME SOLDWEN CUREZ ATTN:

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	ASLE LOC.
1	2	2	00000000	2 O-RING PRESS KIT					
2	2	2	00000000	O-RING BOXED KIT					
TOTAL WEIGHT OF ORDER:							2,430 lbs		

END OF WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are not lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE: DATE: CUSTOMER COPY TERMS:



INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1506884	\$64.51	450739	1 of 1

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

COUNTER PICK UP  
25271 FRIENDSHIP ROAD  
O/S CITY LIMITS  
DAPHNE, AL 36526-0000

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$64.51
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.





FERGUSON ENTERPRISES, INC.  
1277 FRIENDSHIP ROAD  
WADSWORTH, AL 36090  
PHONE: 251-831-2147 FAX: 251-831-4000

ORDER NO. 506884 REQUIRED DATE 03/04/21 SHIP WHS. 1818 SELL WHS. 1818

CUSTOMER NO. 50739 CUSTOMER ALPHA PLUMOREZ CONTRACT NO. BID NO. ORDER DATE 12/04/20 ORDERED BY PAVE  
SOLD TO: FERGUSON, INC.  
25605 DEWITT HWY  
BALDWIN COUNTY  
DANDENDALE, AL 36501  
SHIP TO: COUNTER PICK UP  
25111 FRIENDSHIP ROAD  
D/S DEPT. 11111  
DAPHNE, AL 36526-4000

POST PH: 205-831-4343

CUSTOMER PO. NO. 37204 JOB NAME BALDWIN COUNTY ATTN:

INSTRUCTIONS  
CML CONTACT  
VENDOR  
VENDOR PO. NO.  
SHIP VIA  
ROUTE NO. RUN NO. DEPART  
ROUTE DESC.  
PACKED BY  
CHECKED BY

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	PO NO.	aisle loc
1	2	2	002520	0-RING BOXED KIT		EA			
TOTAL WEIGHT OF ORDER:							1,790 lbs		
AD LHM WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *MP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.									

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE: DATE: TERMS:

CUSTOMER COPY





25271 FRIENDSHIP ROAD  
\*O/S CITY LIMITS\*  
DAPHNE, AL 36526-0000

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1507198	\$34.16	450739	1 of 1


PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

SHIP TO:

COUNTER PICK UP  
25271 FRIENDSHIP ROAD  
O/S CITY LIMITS  
DAPHNE, AL 36526-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1608	1608	ALE	P-CARD	EK	BALDWIN COUNTY	02/05/21	IO 355967
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
244	244	SP-014	THANKS FOR SHOPPING AT FERGUSON "014" O-RING 5/8X1/2 16TH NOMINAL	0.140	EA	34.16	
			INVOICE SUB-TOTAL			34.16	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
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Log in to <a href="https://www.ferguson.com">Ferguson.com</a> and request access to Online Bill Pay.							

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$34.16
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WILKINSON ENTERPRISES #1680  
25771 FRIENDSHIP ROAD  
DUNWOODY, GA 30015  
PHONE: 404-255-0000  
FAX: 404-255-0000

ORDER NO. 0270472 SHIP WHS. 1604 SELL WHS. 1604

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS	OML CONTACT			
50724	PLUMB0803		0163016	02/04/21	PHIP		James Sellers			
<div>SOLD TO</div> <div>WILKINSON ENTERPRISES 25771 FRIENDSHIP ROAD DUNWOODY, GA 30015 PHONE: 404-255-0000 FAX: 404-255-0000</div> <div>SHIP TO</div>						VENDOR				
						VENDOR PO. NO.				
						SHIP VIA	ROUTE NO.	RM NO.	DEPART	
PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES	ROUTE DESC.				
CUSTOMER PO. NO.		JOB NAME		ATTN:		SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY
50724		WILKINSON COUNTY								

LINE	ORDER QTY	SHIP QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	ASLE LOC
2	344	344	EP-014	POLY D-RING 5/8x1/2 LAM 14.5MM		EA		01600-2713	
								1.0 lb	
				TOTAL WEIGHT OF ORDER:		0.000 lbs			
AD LAM WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NF" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.									

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_

CUSTOMER COPY





4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1572623	\$85.34	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

Please contact with Questions: 615-310-1899



SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	SLOAN & COMP FITS	02/24/21	IO 357585
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	PFXMCUBDN	LF 1/4 OD X 1/2 MIP COMP ADPT	5.248	EA	5.25	
40	14	PFXMCUBBN	LF 1/4 OD X 1/4 MIP COMP ADPT	2.484	EA	34.78	
1	1	S3301038	A38A 3.5 REP KIT	23.503	EA	23.50	
1	1	S3308853	H541ASD 1 SD ST KIT	9.548	EA	9.55	
6	6	ULF4505050	LF 1/2 PROPEX X COP BRS FTG ADPT	2.043	EA	12.26	
INVOICE SUB-TOTAL						85.34	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

73.98

\$85.34

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



ORDER NO. REQUIRED DATE SHIP WHS. SELL WHS.

CUSTOMER NO. CUSTOMER ALPHA CONTRACT NO. BID NO. ORDER DATE ORDERED BY

INSTRUCTIONS

WRITER SALESMAN  
TAG P.O. NO.

O.M.L. CONTACT  
VENDOR  
VENDOR P.O. NO.

SHIP VIA

ROUTE NO. RUN NO. DEPART

PCS BAGS BOXES CRATES LENGTHS BUNDLES

ROUTE DESC.

CUSTOMER P.O. NO. JOB NAME ATTN: SHIP W/T. SHIP DATE DELIVERED BY PACKED BY CHECKED BY

LINE	ORDER QTY	SHIP QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	aisle loc
1	1	1	00FXM0000N	LF 1/4" OD X 1/4" NIP COMP HDP		EA		0.1 10	
2	40	40	00FXM0000N	LF 1/4" OD X 1/4" NIP COMP HDP		EA		0.251-5050	002-50
3	1	1	0053001039	8368 3.5 REP KIT		EA		0.0 10	0.0 10
4	1	1	0053000953	854185D 1.5D 51 KIT		EA		0.1 10	0.1 10
5	6	6	00LF4505050	LF 1/2" PROPER X COP BK FIB OPT		EA		0.1 10	0.1 10
TOTAL WEIGHT OF ORDER:							1.010 100		

ALL LEAD WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with NIP in the description are NIP lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.  
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE: DATE: TERMS: CUSTOMER COPY





4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1572623-1	\$64.58	450739	1 of 1


PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	SLOAN & COMP FITS	03/12/21	IO 359277
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
26	26	PFXMCUBBN	LF 1/4 OD X 1/4 MIP COMP ADPT	2.484	EA	64.58	
			INVOICE SUB-TOTAL			64.58	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill?							
Log in to <a href="https://www.ferguson.com">Ferguson.com</a> and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$64.58
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.







4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1642485	\$396.40	450739	1 of 1


PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
4172 HALLS MILL ROAD  
MOBILE, AL 36693-5614

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
252	252	ALE	137204	EK	BALDWIN COUNTY	03/10/21	JO 359010
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
4	4	PFTPB111	1-1/2X12 20GA FLG TLPC CP	10.312	EA	41.25	
3	3	PF2020	1-1/2 DWV WROT MXSJ TRAP ADPT	5.496	EA	16.49	
12	12	F105622	2 CI PVC X 2 CI PVC COUP	2.951	EA	35.41	
18	18	GBRNDCL	LF 1/2XCLOSE BRS NIP GBL	1.727	EA	31.09	
24	24	ULF4521010	LF 1 PEX X MPT PROPEX ADPT	11.340	EA	272.16	
INVOICE SUB-TOTAL						396.40	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							
TERMS: NET 10TH PROX		ORIGINAL INVOICE			TOTAL DUE		\$396.40

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.







25271 FRIENDSHIP ROAD  
\*O/S CITY LIMITS\*  
DAPHNE, AL 36526-0000

Please contact with Questions: 615-316-1899

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1740481	\$43.90	450739	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO:

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

COUNTER PICK UP  
25271 FRIENDSHIP ROAD  
O/S CITY LIMITS  
DAPHNE, AL 36526-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1608	1608	ALE		EK	BALDWIN COUNTY	04/01/21	IO 361278
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
13	13	PFXMCUCCN	THANKS FOR SHOPPING AT FERGUSON LF 3/8 OD X 3/8 MIP COMP ADPT	3.377	EA	43.90	
			INVOICE SUB-TOTAL			43.90	
***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. *****							
Looking for a more convenient way to pay your bill?  Log in to <a href="https://www.ferguson.com">Ferguson.com</a> and request access to Online Bill Pay.							



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$43.90
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.









Fastenal Company  
P.O. Box 1286  
WINONA, MN 55987-1286

Packing Slip

Date 12/15/20 Reference No. ALSTA49865 Page 1  
DUE DATE: 01/14/2021

Cust. No. ALSTA0686

Cust. P.O. 137204

Job No.

Sold To  
PLUMCORE INC. (LATA PLUMBING)  
2605 DECATUR HWY  
GARDENDALE, AL 35071-2115

The store serving you is  
906 McMeans Ave

BAY MINETTE, AL 36507

Phone #: 251-580-5305

Fax #: 251-580-5318

Ship To  
Picked up at Fastenal Store

This Order and Document are subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Hundred	Amount
1	1	1		0 1/2" HammerDrill Kit	milwau	0269251	32,890.0000	328.90 N
2	1	1		0 3/4x12.4Cutr SDS Bit	milwau	0209584	3,349.5600	33.50 N
3	1	1		0 48-89-9201 StepDrill	milwau	2115755	3,197.1200	31.97 N
4	1	1		0 1/8" -1/2" RR StepDr	135626	0259003	0.0000	0.00 N
5	1	1		0 7/8-1-3/8" RR StepDr	135626	0259008	7,876.4900	78.76 N
6	1	1		0 VB12 VARI-BIT	lenoxx	53716	8,839.4700	88.39 N
7	2	2		0 5/32x7 2Cutr SDS Bit	milwau	0209575	714.8200	14.30 N
8	200	200		0 3/8 X 1 1/2 FEND Z	590003455	1133220	6.9900	13.98 N

Received By

Comments

Contact: Christopher Pate

Tax Exemption

No Exemption

AL

Subtotal	575.82	589.80
Shipping & Handling		0.00
State Tax		23.60
County Tax		17.69
City Tax		4.42
TOTAL USD	575.82	635.51

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection. No materials accepted for return without our permission.

X indicates part is a hazardous material

\* indicates part was sold at a promotional or special discount price

An invoice will be mailed in approximately five days.

All discrepancies must be reported within 10 days.

\*Q\*

Thank You!



Remit to  
Fastenal Company  
P.O. Box 1286  
Winona, MN 55987-1286 USA

Invoice Date  
12/21/2020

INVOICE  
Page 1 of 1

Invoice No.  
ALSTA49900

Cust. No. ALSTA0686  
Cust. P.O. 137204  
Job No.  
Contract No.

For billing questions  
906 McMeans Ave  
BAY MINETTE, AL 36507

Due Date  
01/20/2021

Invoice Total  
308.25 USD

Phone: 251-580-5305  
Fax: 251-580-5318

Sold To  
PLUMCORE INC. (LATTA PLUMBING)  
2605 DECATUR HWY  
GARDENDALE, AL 35071-2115 USA

Ship To  
Picked up at branch  
906 McMeans Ave  
BAY MINETTE, AL 36507

This Order and Document is subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price/ Hundred	Amount
1	24	24	0	13/64x3-1/2 ShkvvDrl	MILWAU	3463790	453.2000	108.77 T
2	25	25	0	T-25H TPTorxInsrBil	STAL4370	2151074	557.0000	139.25 T
3	5	5	0	1/4"-20 HSS PlgTp	TOPEST	0326668	574.6000	28.73 T

Received By

Tax Exemption

#### Comments

Contact: Christopher Pate

\*\*\* Fastenal has the ability to email invoices. To enroll please call 866-880-3278.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission. All discrepancies must be reported within 10 days.

If you repackage or resell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Subtotal	276.75
Shipping & Handling	9.33
AL State Tax	11.44
County Tax	8.58
City Tax	2.15
<b>Total</b>	<b>286.08</b>

Please pay from this invoice.

Invoice: ALSTA49900

Order: ALSTA0686



Remit to  
Fastenal Company  
P.O. Box 1286  
Winona, MN 55987-1286

# INVOICE

Page 1 of 1

Cust. No. ALROB1647  
Cust. P.O. 137204  
Job No. Baldwin County  
Contract No.



For billing questions  
1214 Hwy 59 South  
SUMMERDALE, AL 36580

Invoice Date  
02/09/2021

Invoice No.  
ALROB126642

Invoice Total  
234.08 USD

Phone (251)947-6002  
Fax (251)947-6006

Due Date  
03/11/2021

Sold To

0002971 01 MB 0.447 \*\*AUTO T9 0 1010 35071-2-02973



PLUMCORE INC. (LATTA PLUMBING)  
2605 DECATUR HWY  
GARDENDALE, AL 35071-2115



Ship To  
Picked up at branch  
1214 Hwy 59 South  
SUMMERDALE, AL 36580

This Order and Document is subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No	Quantity Ordered	Quantity Shipped	Quantity Backordered	Description	Control No.	Part No.	Price / Hundred	Amount
1	2	2	0	1/4"-20 HSS PigTip	TOPEST	0326668	574.6000	11.49 T
2	1	1	0	1/4"-20 HSSBottomTap	TOPEST	0326799	535.6000	5.36 T
3	100	100	0	1/4x1-3/4 FPh Tapcon	BUILDE	51561	17.8800	17.88 T
4	100	100	0	3/16x1-3/4 FPh Tapcon	BUILDE	51551	12.8900	12.89 T
5	1	1	0	48-89-9209 StepDrill	220020983	2115763	8,282.9500	82.83 T
6	1	1	0	VB1 VARI-BIT (LENEX)	160185350	53711	3,478.0000	34.78 T
7	200	200	0	3/8"-16 FHN Z	590002690	1136106	13.5900	27.18 T
8	150	150	0	3/8 SAE F/W Z	590002878	1133082	10.1900	15.29 T
9	50	50	0	3/8 SAE F/W Z	170091630	1133082	10.1900	5.10 T

\*\*\* Fastenal has the ability to email invoices. To enroll please call 866-880-3278.

Received By

Tax Exemption

Comments

Contact: DEFAULT

Subtotal	212.80
Shipping & Handling	0.00
AL State Tax	8.52
County Tax	6.38
City Tax	6.38
Total	134.46 234.08

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission. All discrepancies must be reported within 10 days.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Please pay from this invoice.

Invoice: ALROB126642 Cust. ALROB1647

0002971-001-0006425





Remit to  
Fastenal Company  
P.O. Box 1286  
Winona, MN 55987-1286

**INVOICE**

Page 1 of 1

Cust. No. ALROB1647  
Cust. P.O. 137204  
Job No. BCCF  
Contract No.

For billing questions  
1214 Hwy 59 South  
SUMMERDALE, AL 36580

Phone (251)947-6002  
Fax (251)947-6006

Invoice Date  
03/15/2021

Invoice No.  
ALROB127151

Invoice Total  
144.13 USD

Due Date  
04/14/2021

**Sold To**

0002859 01 MB 0.447 \*\*AUTO T9 0 1018 35071-2-02861



PLUMCORE INC. (LATTA PLUMBING)  
2605 DECATUR HWY  
GARDENDALE, AL 35071-2115

**Ship To**

Picked up at branch  
214 Hwy 59 South  
SUMMERDALE, AL 36580



This Order and Document is subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No	Quantity Ordered	Quantity Shipped	Quantity Backordered	Description	Control No.	Part No.	Price / Hundred	Amount
1	20	20	0	1/4"-20 HSS PlgTp	TOPEST	0326668	618.8000	123.76 T

\*\*\* Fastenal has the ability to email invoices. To enroll please call 866-880-3278.

**Received By****Tax Exemption****Comments**

Contact: Chris Pate

Subtotal	
Shipping & Handling	7.27
AL State Tax	5.24
County Tax	3.93
City Tax	3.93
Total	123.76

**\$131.03**

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission. All discrepancies must be reported within 10 days.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Please pay from this invoice.

Invoice: ALROB127151 Cust: ALROB1647

0002859-001-0007835



Remit to  
Fastenal Company  
P.O. Box 1286  
Winona, MN 55987-1286

INVOICE

Page 1 of 1

Cust. No. ALROB1647  
Cust. P.O. 137204  
Job No.  
Contract No.

For billing questions  
1214 Hwy 59 South  
SUMMERDALE, AL 36580

Invoice Date  
04/15/2021

Invoice No.  
ALROB127577

Invoice Total  
112.93 USD

Due Date  
05/15/2021

Phone (251)947-6002  
Fax (251)947-6006

Sold To

0002937 01 MB 0.447 \*\*AUTO TO 0 1025 35071-2-02939



PLUMCORE INC. (LATTA PLUMBING)  
2605 DECATUR HWY  
GARDENDALE, AL 35071-2115



Ship To  
Picked up at branch  
1214 Hwy 59 South  
SUMMERDALE, AL 36580



This Order and Document is subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No	Quantity Ordered	Quantity Shipped	Quantity Backordered	Description	Control No.	Part No.	Price / Hundred	Amount	
1	200	200	0	3/8"-16 FHN Z	180172244	1136106	3.8600	7.72	T
2	1	1	0	VB2 VARI-BIT	LENOXX	53712	6,382.3500	63.82	T
3	2	2	0	#308 Ext. Spring	WP067085	110166754	175.0000	3.50	T
4	2	2	0	171-C Ext. Spring	WP057201	110166757	9.7000	0.19	T
5	2	2	0	#110 Ext. Spring	WP057201	110166765	175.0000	3.50	T
6	2	2	0	#109 Ext. Spring	IP067009	110166788	175.0000	3.50	T
7	2	2	0	#108 Ext. Spring	WP067085	110166753	30.0000	0.60	T
8	2	2	0	170-C Ext. Spring	IP067009	110166752	34.6900	0.69	T
9	2	2	0	#312 Ext. Spring	WP067085	110166775	28.0000	0.56	T
10	2	2	0	174-C Ext. Spring	IP067009	110166771	32.7800	0.66	T
11	2	2	0	180-C Ext. Spring	IP067009	110166799	11.7000	0.23	T
12	2	2	0	179-C Ext. Spring	WP067068	110166795	21.9000	0.44	T
13	2	2	0	174-C Ext. Spring	IP067009	110166771	32.7800	0.66	T
14	2	2	0	173-C Ext. Spring	WP057201	110166763	15.9000	0.32	T
15	2	2	0	177-C Ext. Spring	WP067085	110166787	22.3000	0.45	T
16	2	2	0	#315 Ext. Spring	WP067051	110166790	29.1700	0.58	T
17	2	2	0	#84 Ext. Spring	WP067068	110166777	31.1600	0.62	T
18	200	200	0	14.5"UVBLACK CBL TIE	120424793	63130	7.3100	14.62	T

\*\*\* Fastenal has the ability to email invoices. To enroll please call 866-880-3278.

\$92.39

Received By

Tax Exemption

Comments

Contact: DEFAULT

Subtotal	
Shipping & Handling	0.00
AL State Tax	4.11
County Tax	3.08
City Tax	3.08
Total	102.66

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission.  
All discrepancies must be reported within 10 days.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Please pay from this invoice.

Invoice: ALROB127577 Cust: ALROB1647

0002937-001-0008365



Fastenal Company  
P.O Box 1286  
WINONA, MN 55987-1286

# Packing Slip

Date 5/19/21 Reference No. ALROB128025 Page 1  
DUE DATE: 06/18/2021

Cust. No. ALROB1647 Cust. P.O. 137204 Job No.

The store serving you is  
1214 Hwy 59 South

SUMMERDALE, AL 36580  
Phone #: (251)947-6002  
Fax #: (251)947-6006

Sold To  
PLUMCORE INC. (LATTA PLUMBING)  
2605 DECATUR HWY  
GARDENDALE, AL 35071-2115

Ship To  
Picked up at Fastenal Store

This Order and Document are subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Hundred	Amount
1	2	2		0 6"18TPISwzallBlad5Ct	milwau	2224062	1,478.7500	29.58 N
2	1	1		0 SawZIIIBLD18T 9L 5Ct	milwau	5261-48-00-5188	2,080.0000	20.80 N
3	5	5		0 1862602 RRRcpBlade	lenoxx	2112259	166.0000*	8.30 N
4	1	1		0 VB1 VARI-BIT (LENOX)	lenoxx	53711	3,478.0000	34.78 N
5	1	1		0 VB2 VARI-BIT	lenoxx	53712	6,382.3500	63.82 N
6	9	9		0 LENOX 38EW18 BANDSAW	lenoxx	57031	1,372.8000	123.55 N
7	1	1		0 48-20-7536 SDS Bit	210245102	0258445	2,629.2500	26.29 N
8	100	100		0 14.5" UV BLK CBL TIE	ycable	63132	23.4200	23.42 N
9	100	100		0 11" NAT CABLE TIE	ycable	63127	9.7100	9.71 N
10	100	100		0 11" NAT CABLE TIE	ycable	63127	9.7100	9.71 N
11	1	1		0 4.5x.04SlcrWhl10Ct	590008949	0836910	1,556.7500	15.57 N
12	6	6		0 Black Fine Marker	milwau	1617774	129.0000	7.74 N

Received By

Comments  
Contact: DEFAULT

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection  
No materials accepted for return without our permission.

X indicates part is a hazardous material

\* indicates part was sold at a promotional or special discount price

Tax Exemption

This packing slip may  
may be subject to  
tax depending on  
your status.

Subtotal	373.27
Shipping & Handling	
State Tax	
County Tax	
City Tax	
TOTAL USD	98.60

All discrepancies must be reported within 10 days.

\*49304\*





How does  
get more done.

2899 S MCKENZIE STREET  
FOLEY, AL 36535 (251)955-2401

0802 00006 16037 12/19/20 11:26 AM  
SALE CASHIER PATRICIA

044775546 HOMER BUCKET <A>	3.48
50AL HOMER BUCKET	
019736996341 20PK TWLS <A>	
HDX TERRY TOWELS 20PK	
309.97	29.91
73101054837 GG TRAX_XL <A>	
GORILLA GRIP TRAX_XL	
305.47	16.41
045242353071 9/64SHWV <A>	
MKE TITANIUM 9/64" BIT 1PC	
403.97	15.88
045242353115 13/64SHWV <A>	
MKE TITANIUM 13/64" BIT 1PC	
205.67	11.34
085911618618 4PC NUTDRIVER <A>	9.97
DW MAXFIT NUT DRIVER SET 4PC	
085911504454 DW BOLT EX <A>	19.97
DW BOLT EXTRACTOR SET 6PC	
045242082858 SAWZALL <A>	
MKE 6" 18TPI BI-M MET MTL 5PK	
2012.97	25.94
885911642378 DWA12INDMI <A>	
DW MAX IMPACT 1/2" NUT DRIVER	
305.47	16.41
085911600637 MAX IMPACT 3 <A>	11.34
MAX IMPACT 3/8 IN. CARBON STEEL 1PC	
087103245120 H4D6P38 <A>	
1/4" DRIVE 3/8" 6PT	
201.97	3.94
087103245144 H4D6P12 <A>	
1/4" DRIVE 1/2" 6PT	
202.27	4.54

SUBTOTAL 172.76  
SALES TAX 17.28  
TOTAL \$190.04

XXXXXXXXXXXX1123 HOME DEPOT

AUTH CODE 019576/4061675 USD\$ 190.04  
TA





How does  
get more done...

851 MONTLIMAR DR.  
MOBILE, AL 36609 (251)380-0017

0865 00002 79331 12/29/20 10:06 AM  
SALE CASHIER ARLENE

735541409202 SPD TITANIUM <A>  
SPEEDOUT TITANIUM EXTRACTOR SET 4PC  
3@14.97 44.91

SUBTOTAL	44.91
SALES TAX	4.49
TOTAL	\$49.40

XXXXXXXXXXXX1123 HOME DEPOT  
CASH CODE 029284/4020553 USD\$ 49 40  
TA

PLUMCORE INC  
PATE CHRIS  
Chip Read  
AID A0000000049999D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-4343 SUMMARY  
THIS RECEIPT PO/JOB NAME: 13204



How does  
get more done.

851 MONTLINAR DR.  
MOBILE, AL 36609 (251)380-0017

0865 00002 51025 12/17/20 04:01 PM  
SALE CASHIER ROXANNA

076174711899	ORGANIZER <A,S>	14.97
	DEWALT DEEP PRO ORGANIZER	
843041117289	10 2 PK <A>	
	TOMMIE COPPER CLOTH MASK 2 PK	
	@14.97	
044305355540	HOMER BUCKET <A>	119.76
	5GAL HOMER BUCKET	3.48
045242351118	13/64SHWV <A>	
	MKE TITANIUM 13/64" BIT 1PC	
	@35.67	28.35
887480010794	1/4X1/4COMPON <A>	4.87
	1/4" COMP X 1/4" MIP ADAPTER BRASS	
887480005097	1/4X3/8CCNCT <A>	
	1/4" COMP X 3/8" COMP REDUCING BRASS	
	@6.13	24.52
045242307715	STEPBIT #9 <A>	
	MKE #9 2 HOLE STEP BIT 1PC	
	@49.97	99.94
045242307630	STEPBIT #1 <A>	19.97
	MKE #1 13 HOLE STEP BIT 1PC	
885911361547	1/4-20TP87 <A>	7.97
	DEWALT 1/4" 20 TAP & #7 DRILL BIT	
731919254863	GG TRAX N <A>	
	GORILLA GRIP TRAX MED	
	@6.47	12.94
7319254856	GG TRAX S <A>	6.47
	GORILLA GRIP TRAX- SMALL	
045242509232	XL-REDNGLVS <A>	9.97
	MKE XL RED NITRILE-DIP CUT 3 WKGLVS	

SUBTOTAL 353.21  
SALES TAX 35.32  
TOTAL \$388.53

XXXXXXXXXXXX1123 HOME DEPOT  
AUT CODE 017166/6024703 USD\$ 388.53  
TA

PLIMCOPE INC  
DATE CHRIS



PO 137204



How doers  
get more done.

851 MONTLIMAR DR.  
MOBILE, AL 36609 (251)380-0017

0865 00002 23610 02/17/21 04:25 PM  
SALE CASHIER TRACEY

731919254863 GG TRAX M <A>  
GORILLA GRIP TRAX MED  
6@6.47 38.82

885911361637 1/4-20TP&7 <A>  
DEWALT 1/4" - 20 TAP & #7 DRILL BIT  
2@7.97 15.94

SUBTOTAL 54.76  
SALES TAX 5.48  
TOTAL \$60.24

XXXXXXXXXXXX1123 HOME DEPOT

USD\$ 60.24  
TA

PLUMCORE INC  
PATE CHRIS  
Chip Read  
ATD A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-4343 SUMMARY



How does  
get more done.

2899 S MCKENZIE STREET  
FOLEY, AL 36535 (251)955-2401

00000 80113  
SALE CASHIER SUSAN

03/00/21 12:11 PM

185941361637114-2075  
WALT 1/41-20 JAN 8 #7 DP HTP  
31.88

SUBTOTAL	31.88
SALES TAX	3.19
TOTAL	\$35.07

XXXXXXXXXX1123 HOME DEPOT  
CARD CODE 000002/0001099 USD\$ 35.07

PLUMCORE INC  
DATE CHRIS  
CHRIS READ  
ALL 00000000000000000000 THE HOME DEPOT

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-#### SUMMARY  
PRO RECEIPT PRO XTRA NAME: 10/2014  
PRO PRO XTRA SPEND 03/00 \$35.07



doers  
more done.

THANK YOU FOR SHOPPING WITH US!!  
STORE MANAGER BRAD SANSON

0.76 00001 20600 03/08/21 09:03 AM  
SALE CASHIER BRIANA

820909901549 50PKMASK <A> 9.97

65 PAPER DISPOSABLE MASK 50 PK

820911659701 DWD110K <A>

DEWALT 3/8" IN. CORDED DRILL

2069.00

138.00

02/341001205 BOTTLE WATER <A>

1 1/2 LITER WATER 24PK

203.48

6.96

885911484008 TAP HANDLE <A>

19.97

DEWALT ADJUSTABLE TAP HANDLE

048242188215 9/64COBALT <A>

HKE COBALT 9/64" BIT 1PK

603.97

23.82

820911361637 1/4-20TPS7 <A>

DEWALT 1/4" - 20 TAP & #7 DRILL BIT

407.97

31.15

SUBTOTAL 230.60

SALES TAX 21.91

TOTAL \$252.51

XXXXXXXXXXXX 123 HOME DEPOT

USD\$ 252.51

AUTH CODE 0010642

TA

PLUMCORE IN.

RADFORD JAMES

Chip Read

AID A000000004999908400305

PLCC PROX

\$75.17

Located At:  
115 Rainbow Ind Blvd  
Rainbow City, AL 35906



## Sales Order

Date	S.O. No.
12/3/2020	73657

Name / Address	Ship To
Cash Sale	

				P.O. No.		Rep	
				Chris 205-901-5047			
Item	Description	Site	Bin	Ordered	U/M	Rate	Amount
Special Order	1/4-20 x 3/4" Button Head Torx Tamperproof Machine Screw			3,000		0.225	675.00
Shipping/Fri...	Shipping/Freight			1		40.00	40.00
Ship To: Plumcore c/o Baldwin Co. Correction Facility 111 East 4th Street Bryant, AL 36507 Attn: Christopher Pate 1-205-901-5047							
Subtotal							\$715.00
Sales Tax (9.0%)							\$60.75
Total							\$775.75

Thank You! We Appreciate Your Business!  
Like us on FACEBOOK (facebook.com/mmconsump)

THANK YOU FOR SHOPPING AT  
EASTERN SHORE ACE HARDWARE  
HONEYDO INC.  
6530 SPANISH FORT BOULEVARD  
SPANISH FORT, ALABAMA 36527  
(251) 626-3350

04/01/21 10:12AM JG 552 SALE

56	6	EA	\$1.49	EA *
MISC. FASTENERS				\$8.94
56	9	EA	\$1.29	EA *
MISC. FASTENERS				\$11.61
56	6	EA	\$1.39	EA *
MISC. FASTENERS				\$8.34
56	3	EA	\$1.79	EA *
MISC. FASTENERS				\$5.37
56	3	EA	\$1.79	EA *
MISC. FASTENERS				\$5.37

SUB-TOTAL: \$ 39.63 TAX: \$ 3.37  
TOTAL: \$ 43.00  
BC AMT: \$ 43.00

BA CARD#: XXXXXXXXXXXX4155  
MTD:\*\*\*\*\*1889 TID:\*\*\*6220  
AUTH: 01421G AMT: \$ 43.00  
Host reference #: 279663 Bat#

Authorizing Network: VISA

Chip Read  
CARD TYPE: VISA EXPR XXXX  
AID : A0000000031010  
TVR : 0080008000  
IAD : 06010A0360A002  
TSI : F800  
ARC : 00  
MODE : Issuer  
CVM :  
Name : CAPITAL ONE VISA  
ATC : 0070  
AC : B59A070BED567D7D  
TxnID/ValCode: 153843

Bank card USD\$ 43.00

Total Items: 27



==>> JRNL#C79663/1 <<==  
CUST NO:\*5

THANK YOU CHRIS PATE  
FOR YOUR PATRONAGE

Acct: CASH CUSTOMER

Customer Copy

THANK YOU FOR SHOPPING AT  
EASTERN SHORE ACE HARDWARE  
HONEYDO INC.  
6530 SPANISH FORT BOULEVARD  
SPANISH FORT, ALABAMA 36527  
(251) 626-3350

04/07/21 2:32PM LCP 552 SALE  
55 3 EA \$1.49 EA \*  
MISC. FASTENERS \$4.47  
56 EA \$1.39 EA \*  
MISC. FASTENERS \$8.34  
56 7 EA \$1.39 EA \*  
MISC. FASTENERS \$9.73  
56 4 EA \$1.59 EA \*  
MISC. FASTENERS \$6.36  
SUB-TOTAL: \$ 22.50 TAX: \$ 2.46  
TOTAL: \$ 31.36  
BC AMT. \$ 31.36

8K CARD#: XXXXXXXXXX4155  
MID:\*\*\*\*\*1889 TID:\*\*\*6220  
AUTH: 011456 AMT: \$ 31.36  
Host reference #:261006 Bat#

Authorizing Network VISA

Chip Read  
CARD TYPE: VISA EXPI: XX.XX  
AID : A0000000031010  
TVR : 0080008000  
IAD : 06010A0360A002  
TSI : F600  
ARC : 00  
MODE : Issuer  
CVM :  
Name : CAPITAL ONE VISA  
ATC : 0072  
AC : D2AC412438654058  
TxnID/ValCode: 154754

Bank card USD\$ 31.36

Total Items: 20



==>> JRNLC081006/1 <<==  
CUST NO: \*5

THANK YOU CHRIS PATE  
FOR YOUR PATRONAGE

Acct: CASH CUSTOMER

Customer Copy



*Springs for G & H blocks  
Phase V-B*

THANK YOU FOR SHOPPING AT  
EASTERN SHORE ACE HARDWARE  
HONEYDO INC.  
6530 SPANISH FORT BOULEVARD  
SPANISH FORT, ALABAMA 36527  
(251) 626-3350

04/27/21 8:20AM MB 553 SALE  
56 7 EA .75 EA \*  
MISC. FASTENERS \$5.25  
56 10 EA .75 EA \*  
MISC. FASTENERS \$7.50  
SUB-TOTAL:\$ 12.75 TAX:\$ 1.08  
TOTAL:\$ 13.83  
BC AMT:\$ 13.83

BK CARD#: XXXXXXXXXXXX4155  
MID:\*\*\*\*\*1889 TID:\*\*\*6220  
AUTH: 09576G AMT:\$ 13.83  
Host reference #:285048 Bat#

Authorizing Network: VISA

Chip Read  
CARD TYPE:VISA EXPR: XXXX  
AID : A0000000031010  
TVR : 0020008000  
IAD : 06010A0360A002  
TSI : F800  
ARC : 00  
MODE : Issuer  
CVM : No CVM  
Name : CAPITAL ONE VISA  
ATC : 0075  
AC : 5418A318D7D61C83  
TxnID/ValCode: 157529

Bank card USD\$ 13.83

Total Items: 17

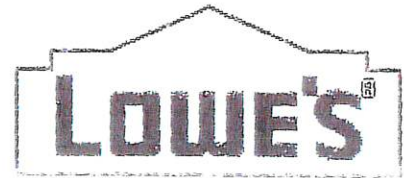


==>> JRNL#C85048/1 <<==  
CUST NO:\*5

THANK YOU CHRIS PATE  
FOR YOUR PATRONAGE

Acct: CASH CUSTOMER

Customer Copy



LOWE'S HOME CENTERS, LLC  
29645 FREDERICK BOON AVENUE  
DAPHNE, AL 36526 (251) 521-7520

SALE

SALES# 3725109, 1143687 TRANS# 3939969 DTG# 01

198406 PONTIAC SALE VAN TRUCK	94.98
99.98 DISCOUNT EACH	4.98
3774 1 DM WP 4- 12-14 17 88439 5	25.85
8.98 DISCOUNT EACH	-9.85
3 8 3 10	

200 PLS UNTIL 11:59 PM 11/11/98  
7.98 DISCOUNT EACH  
100.00 100.00

SUBTOTAL 149.98

TAX 14.25

INVOICE 01106 TOTAL 164.23

LAB 154.23

TOTAL DISCOUNT: 7.90

LAB CREDIT/DEBIT AMOUNT 154.23 AUTO LAB 100.00

LABED 06/10/1998 15:15:10

LAB PO# 137204

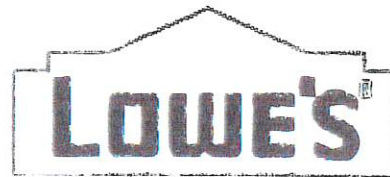
ACCOUNT NAME: PLUMCORE INC

AUTH BUYER: PATE CHRISTOPHER

ACCOUNT WILL BE DEBITED FROM REVENUE 11/11/98

DATE FOR STOCK REPLENISHING 11/11/98 15:15:10

FROM TRANSACTION DATE 11/11/98 15:15:10



LOWE'S HOME CENTERS, LLC  
29645 FREDERICK BOULEVARD  
DAPHNE, AL 36526 (251) 821-7520

- SALE

SALES#: 90251496 3593797 TRANS#: 9072948 01 10-10

531571 PAINCREMFS EARY 75-PACK 43.32

10 10 DISCOUNT EACH -1.32

1 9 24.96

469154 40-40 12-12 SMART STRAW R 13.41

3 41 DISCOUNT EACH -0.28

2 8 5.20

914691 16-02 CLOROX ANTIS SOAP A 9.19

3.98 DISCOUNT EACH -0.20

871501 8-02 BERNX HAND SANITIZER 1.36

2.49 DISCOUNT EACH -0.13

871502 2-02 BERNX HAND SANITIZER 1.04

0.98 DISCOUNT EACH -0.05

952092 32-02 BERNX HAND SANITIZE 6.63

1 5 DISCOUNT EACH -0.05

222044X DRILL TIP TAP COMB 1/4 21.74

2.99 DISCOUNT EACH -0.70

1 2 7.99

2132061 1/4X1-1/4 HEX TITENTURBO 15.76

16.58 DISCOUNT EACH -0.82

2132063 1/4X1-3/4 HEX TITENTURBO 19.00

19.78 DISCOUNT EACH -0.78

SUBTOTAL: 131.55

TAX: 12.50

ADDITIONAL 39521 TOTAL: 144.05

CASH: 144.05

SALES DISCOUNT: 6.92

## BALWIN COUNTY CHANGE ORDER #2 LABOR

Description	Journeyman	Hours	Regular Rate \$46.75/Hr	OT Hours	OT Rate \$70.13/hr	Total Labor
VI-A Valve Rebuilds	2	45	\$4,207.50	2	\$280.52	\$4,488.02
VI-A Tapping Security Panels for Safety Screws	3	16	\$2,244.00	0	\$0.00	\$2,244.00
VI-A Install Zurn Shower Heads	2	8	\$748.00	4	\$561.04	\$1,309.04
Shower Valve Rebuilds	3	48	\$6,732.00	15	\$3,155.85	\$9,887.85
V-A Valve Rebuilds	3	20	\$2,805.00	6.5	\$1,367.54	\$4,172.54
V-A Tapping Security Panels for Safety Screws	6	16	\$4,488.00	5	\$2,103.90	\$6,591.90
V-B Valve Rebuilds	3	48	\$6,732.00	15	\$3,155.85	\$9,887.85
		201		47.5		\$38,581.20
Material is shown on the material tab						\$5,496.61
Subtotal						\$44,077.81
OH & P						\$11,019.45
Total COR # 2						\$55,097.26

	Labor	Material	Total Break Out
Valve Rebuild Cost	\$29,745.30	\$5,208.49	\$34,953.79
Security Screw Install	\$8,835.90	\$288.12	\$9,124.02

VENDER	INVOICE #	AMOUNT	DATE	
Ferguson	1853128	\$1,141.25 ✓	5/11/2021	
Ferguson	1862233	\$4,067.24 ✓	5/17/2021	\$5,208.49
Bay Area Screw & Supply	98547	\$245.00 ✓	5/21/2021	\$245.00
Lowes	1235	\$43.12 ✓	6/1/2021	\$43.12
		<b>\$5,496.61</b>		



EMAIL DUPLICATE INVOICE

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

Deliver To:  
From: Joseph Marshall  
Comments:

Please Contact With Questions:  
616-316-1899

Invoice Number	Customer	Page
1853128	450739	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE → 1141.25

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

**Sold To:**

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

**Ship To:**

BALDWIN COUNTY CORRECTIONAL  
C/O PLUMCORE INC  
111 EAST 4TH ST  
BAY MINETTE, AL 36507

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
252	252	ALE	137204	EK	CHICAGO	05/11/2021	365010
Ordered	Shipped	Item Number	Description		Unit Price	UOM	Amount
24	24	C386LEDXJKBNF	"CVR" LF GLS FILL L/DASHPOT UNIT		42.038	EA	1008.91

Invoice Sub-Total 1008.91  
Freight 132.34  
Tax 0.00  
Total Amt 1141.25

TOTAL DUE → 1141.25

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.





EMAIL DUPLICATE INVOICE

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

Deliver To:  
From: Kevin Threatt  
Comments:

Please Contact With Questions:  
615-316-1899

Invoice Number	Customer	Page
1862233	450739	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 4067.24

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

**Sold To:**

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

**Ship To:**

BALDWIN COUNTY CORRECTIONAL  
C/O PLUMCORE INC  
111 EAST 4TH ST  
ATTN: OFFICER WATSON

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
252	252	ALE	137204	EK	CHICAGO 2	05/17/2021	365702
Ordered	Shipped	Item Number	Description		Unit Price	UM	Amount
96	96	C386LEDXJKABNF	*CVR* LF GLS FILL L/ DASHPOT UNIT		42.038	EA	4035.65

Invoice Sub-Total 4035.65  
Freight 31.59  
Tax 0.00  
Total Amt 4067.24

TOTAL DUE ---> 4067.24

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale> GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Writer: JS



LOWE'S HOME CENTERS, LLC  
29645 FREDERICK BOULEVARD  
DAPHNE, AL 36526 (251) 621-7620

- SALE -

SALES#: 82251001 1448687 TRANS#: 80800569 06-01-21

2699889 DW 13/64-IN HEX TITANIUM 43.12  
5.68 DISCOUNT EACH -0.29  
8 @ 5.39

SUBTOTAL: 43.12  
TAX: 4.10  
INVOICE 01235 TOTAL: 47.22  
LAR: 47.22  
TOTAL DISCOUNT: 2.32

LAR:XXXXXXXXXX5934 AMOUNT:47.22 AUTHCD:000792

SWIPED REFI:000254 06/01/21 15:49:39

LAR PD: 137204

ACCOUNT NAME: PLUMCORE INC

AUTH BUYER: PATE CHRISTOPHER

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION  
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS  
FROM TRANSACTION DATE FOR SDS OR DIRECT DELIVERY  
MERCHANDISE.

STORE: 2251 TERMINAL: 01 06/01/21 15:49:43

# OF ITEMS PURCHASED: 8

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT

LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: LARRY HEWLEY

LOWE'S PRICE PROMISE

FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*

\* SHARE YOUR FEEDBACK! \*

\* ENTER FOR A CHANCE TO BE \*

\* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! \*

\* TENTAR EN EL SORTEO MENSUAL \*

\* PARA SER UNO DE LOS CINCO GANADORES DE \$500! \*

\* \*

\* ENTER BY COMPLETING A SHORT SURVEY \*

\* WITHIN ONE WEEK AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*

\* Y O U R I D # 012351 225191 524315 \*

\* \*

\* NO PURCHASE NECESSARY TO ENTER OR WIN. \*

\* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. \*

\* OFFICIAL RULES & WINNERS AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*

\*\*\*\*\*

STORE: 2251 TERMINAL: 01 06/01/21 15:49:43

## BALWIN COUNTY CHANGE ORDER #3 LABOR

Description	Journeyman	Hours	Regular Rate \$46.75/Hr	OT Hours	OT Rate \$70.13/hr	Total Labor
VI-B Valve Rebuilds	2	66	\$6,171.00	0	\$0.00	\$6,171.00
VI-B Tapping Security Panels for Safety Screws	3	16	\$2,244.00	0	\$0.00	\$2,244.00
VI-B Install Zurn Shower Heads	2	8	\$748.00	0	\$0.00	\$748.00
		90		0		\$9,163.00
Material is shown on the material tab						\$1,138.41

VENDER	INVOICE #	AMOUNT	DATE	
Ferguson	2089729	\$130.01	✓ 6/29/2021	
Ferguson	2071100	\$260.55	✓ 6/30/2021	
Ferguson	2101986	\$285.58	✓ 7/8/2021	
Ferguson	2114151	\$36.93	✓ 7/15/2021	\$713.07
Fastenal	128455	\$156.39	✓ 7/22/2021	
Fastenal	128633	\$75.37	✓ 8/6/2021	\$231.76
Ace Hardware	299443	\$51.14	✓ 7/1/2021	\$51.14
Lowes	39705	\$142.44	✓ 6/22/2021	\$142.44
		<b>\$1,138.41</b>		



EMAIL DUPLICATE INVOICE

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

Deliver To:  
From: Margaret Turner  
Comments:

Please Contact With Questions:  
615-316-1899

Invoice Number	Customer	Page
2089729	450739	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 130.01

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

**Sold To:**

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

**Ship To:**

BALDWIN COUNTY CORRECTIONAL  
C/O PLUMCORE INC  
111 EAST 4TH ST  
BAY MINETTE, AL 36507

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
252	252	ALE	137204	EK	BALDWIN COUNTY	06/29/2021	369745
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
3	3	JO25201	O-RING BOXED KIT	35.418	EA	106.25	

Invoice Sub-Total	106.25
Freight	23.76
Tax	0.00
Total Amt	130.01

TOTAL DUE ---> 130.01

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EMAIL DUPLICATE INVOICE

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

Deliver To:  
From: Margaret Turner  
Comments:

Please Contact With Questions:  
615-316-1899

Invoice Number	Customer	Page
2071100	450739	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ----> 260.55

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

**Sold To:**

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

**Ship To:**

BALDWIN COUNTY CORRECTIONAL  
C/O PLUMCORE INC  
111 EAST 4TH ST  
BAY MINETTE, AL 36507

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
252	252	ALE	137204	EK	WILLOUGHBY PARTS	06/30/2021	369819

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
1	1	SP-W380145	WILLOUGHBY 380145 PART	16.500	EA	16.50
1	1	SP-W600060	WILLOUGHBY 600060 PART	7.640	EA	7.64
1	1	SP-W115104N	WILLOUGHBY 115104N PART	24.550	EA	24.55
1	1	SP-W600075	WILLOUGHBY 600075 PART	5.000	EA	5.00
1	1	SP-W600055	WILLOUGHBY 600055 PART	12.790	EA	12.79
1	1	SP-W380118	WILLOUGHBY 380118	21.380	EA	21.38
1	1	SP-W600096	WILLOUGHBY 600096 PART	1.210	EA	1.21
1	1	SP-W600095M	WILLOUGHBY 600095M PART	5.220	EA	5.22
1	1	SP-W600005	WILLOUGHBY 600005 PART	15.640	EA	15.64
1	1	SP-W600276	WILLOUGHBY 600276 PART	122.840	EA	122.84
1	1	SP-W600181	WILLOUGHBY 600181 PART	2.810	EA	2.81

Invoice Sub-Total 235.58  
Freight 24.97  
Tax 0.00  
Total Amt 260.55

TOTAL DUE ----> 260.55

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FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

Deliver To:  
From: Margaret Turner  
Comments:

Please Contact With Questions:  
615-316-1899

Invoice Number	Customer	Page
2101986	450739	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 285.58

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

**Sold To:**

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

**Ship To:**

BALDWIN COUNTY CORRECTIONAL  
C/O PLUMCORE INC  
111 EAST 4TH ST  
BAY MINETTE, AL 36507

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
252	252	ALE	137204	EK	WILLUOHGBY	07/08/2021	370506

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
1	1	SP-W380145	WILLOUGHBY 380145 PART	16.500	EA	16.50
1	1	SP-W600060	WILLOUGHBY 600060 PART	7.640	EA	7.64
1	1	SP-W115104N	WILLOUGHBY 115104N PART	24.550	EA	24.55
1	1	SP-W600075	WILLOUGHBY 600075 PART	5.000	EA	5.00
1	1	SP-W600055	WILLOUGHBY 600055 PART	12.790	EA	12.79
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1	1	SP-W600005	WILLOUGHBY 600005 PART	15.640	EA	15.64
1	1	SP-W600276	WILLOUGHBY 600276 PART	122.840	EA	122.84
1	1	SP-W600181	WILLOUGHBY 600181 PART	2.810	EA	2.81

Invoice Sub-Total 235.58  
Freight 50.00  
Tax 0.00  
Total Amt 285.58

TOTAL DUE ---> 285.58

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FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

Deliver To:  
From: Margaret Turner  
Comments:

Please Contact With Questions:  
615-316-1899

Invoice Number	Customer	Page
2114151	450739	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 36.93

FERGUSON ENTERPRISES LLC #20  
PO BOX 100286  
ATLANTA, GA 30384-0286

**Sold To:**

PLUMCORE INC  
2605 DECATUR HWY  
BALDWIN COUNTY  
GARDENDALE, AL 35071

**Ship To:**

BALDWIN COUNTY CORRECTIONAL  
C/O PLUMCORE INC  
111 EAST 4TH ST  
BAY MINETTE, AL 36507

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
252	252	ALE	137204	EK	WILLOUGHBY	07/15/2021	371225
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
1	1	SP-W380145	WILLOUGHBY 380145 PART	16.500	EA	16.50	
1	1	SP-W600055	WILLOUGHBY 600055 PART	12.790	EA	12.79	
1	1	SP-W600060	WILLOUGHBY 600060 PART	7.640	EA	7.64	

Invoice Sub-Total 36.93  
Tax 0.00  
Total Amt 36.93

TOTAL DUE ---> 36.93

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Fastenal Company  
P.O Box 1286  
WINONA, MN 55987-1286

# Packing Slip

Date 6/22/21 Reference No. ALROB128455 Page 1  
DUE DATE: 07/22/2021

Cust. No. ALROB1647 Cust. P.O. 137204 Job No. 205-901-5047/Pnt e

The store serving you is  
1214 Hwy 59 South

SUMMERDALE, AL 36580  
Phone #: (251)947-6002  
Fax #: (251)947-6006

Sold To  
PLUMCORE INC. (LATTA PLUMBING)  
2605 DECATUR HWY  
GARDENDALE, AL 35071-2115

Ship To  
Picked up at Fastenal Store

This Order and Document are subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Hundred	Amount
1	25	25		0 #27 TORX SECURITYBIT	220032913	Y6657000000H400	247.0000	61.75 N
2	10	10		0 #30 TORX SECURITYBIT	220024754	Y6660000000H400	84.5000	8.45 N
3	15	15		0 1/4"-20 HSS PlgTp	143015	0326668	574.6000	86.19 N

Received By

Comments  
Contact: DEFAULT

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection. No materials accepted for return without our permission.

X indicates part is a hazardous material

\* indicates part was sold at a promotional or special discount price

Tax Exemption

This packing slip may  
may be subject to  
tax depending on  
your status.

Subtotal	156.39
Shipping & Handling	
State Tax	
County Tax	
City Tax	
TOTAL USD	

All discrepancies must be reported within 10 days.

\*49463\*





Fastenal Company  
P.O Box 1286  
WINONA, MN 55987-1286

## Packing Slip

Reference Page  
Date No.  
7/7/21 ALROB128633 1  
DUE DATE: 08/06/2021

Cust. No. Cust. P.O. Job No.  
ALROB1647 137204 205-901-5047/Pat  
e

The store serving you is  
1214 Hwy 59 South

SUMMERDALE, AL 36580  
Phone #: (251)947-6002  
Fax #: (251)947-6006

**Sold To**  
PLUMCORE INC. (LATTI PLUMBING)  
2605 DECATUR HWY  
GARDENDALE, AL 35071-2115

**Ship To**  
Picked up at Fastenal Store

This Order and Document are subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Hundred	Amount
1	15	15	0	13/64x3-1/2 ShkvwDrl	milwau	3463790	502.4500	75.37 N

Received By

Comments  
Contact: DEFAULT

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection. No materials accepted for return without our permission.

X indicates part is a hazardous material

\* indicates part was sold at a promotional or special discount price

Tax Exemption

This packing slip may  
may be subject to  
tax depending on  
your status.

Subtotal	75.37
Shipping & Handling	
State Tax	
County Tax	
City Tax	
TOTAL USD	

All discrepancies must be reported within 10 days.

\*49548\*



LOWE'S HOME CENTERS, LLC  
3101 S. MCKENZIE HWY.59  
FOLEY, AL 36535 (251) 970-5300

- SALE -

SALES#: S0577DN1 3110609 TRANS#: 47372076 06-22-21

2660328 UNIBLT STEP #9 2X STEP BT	142.44
49.98 DISCOUNT EACH	-2.50
3 @	47.40
2769 BH FENDER WSH 1/4X1 1/4 3	19.89
6.98 DISCOUNT EACH	-0.35
3 @	6.63
2132064 1/4X1 1/4 HEX TITENTURBO	31.50
16.58 DISCOUNT EACH	-0.83
2 @	15.75

SUBTOTAL:	193.83
TAX:	19.38
INVOICE 39705 TOTAL:	213.21
LAR:	213.21

TOTAL DISCOUNT: 10.21  
LAR: XXXXXXXXXXXX5934 AMOUNT:213.21 AUTHCD: 000979  
SWIPED REFID:353537 06/22/21 09:27:36  
LAR PO: 137204  
ACCOUNT NAME: PLUNCORE INC  
AUTH BUYER: PATE CHRISTOPHER

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION  
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS  
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY  
MERCHANDISE.  
STORE: 577 TERMINAL: 39 06/22/21 09:27:56  
# OF ITEMS PURCHASED: 8  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



## BALWIN COUNTY CHANGE ORDER #4 LABOR

Description	Journeyman	Hours	Regular Rate \$46.75/Hr	OT Hours	OT Rate \$70.13/hr	Total Labor
Replace Shower Fixture in Docket	2	3	\$280.50	0	\$0.00	\$280.50
Change Gas @ K Block to 2 PSI System	3	6	\$841.50	0	\$0.00	\$841.50
		9		0		\$1,122.00
Material is shown on the material tab						\$686.79

VENDER	INVOICE #	AMOUNT	DATE	
PLUMCORE		\$570.98 ✓	8/6/2021	
PLUMCORE		\$115.81 ✓	8/6/2021	
				\$686.79
		\$686.79		

# PipeDetail

**Company:** Plumcore  
**JobName:** REPLACE SHOWER FIXTURE IN DOCKET  
**Material Set:** Factor 1  
**Labor Set:** Commercial  
**Run Date:** 8/6/2021 12:24  
**Sort Key:** By Matl Group

☐ Subtotals



Matl Group	Qty	Size	Description	Net Price	Net Total	Job Total
fixtur	1	<None>	Symmons Shower Valve	\$ 348.50	\$ 348.50	1.4
wirpex	3	½	Uponor ProPEX EP Elbow	\$ 1.39	\$ 4.16	0.3
wirpex	6	½	Uponor ProPEX Ring	\$ 0.20	\$ 1.17	0.0
wirpex	6	½	Uponor ProPEX Ring Blue	\$ 0.20	\$ 1.20	0.0
wirpip	20	½	Uponor AQUAPEX White Straight Lengths	\$ 0.44	\$ 8.76	0.4
wtsspec	1	¾	Symmons Thermometer	\$ 207.19	\$ 207.19	0.9
Material					\$ 570.98	3.0
Labor (2 men 3 hrs)					\$ 280.50	
Total					\$ 851.48	
OH & P					\$ 127.72	
Total Change Request					\$ 979.20	

## PipeDetail

Company: Plumcore  
 JobName: CHANGE GAS AT K BLOCK TO 2 PSI SYSTEM  
 Material Set: Factor 1  
 Labor Set: Commercial  
 Run Date: 8/6/2021 15:21  
 Sort Key: By Matl Group


☐ Subtotals

Matl Group	Qty	Size	Description	Net Price	Net Total	Job Total
indvlv	1	¾	5# Flat/Tee Head Brass Gas Cock	\$ 7.69	\$ 7.69	0.3
malfit	8	¾	150# Blk Mall 90 Ell	\$ 1.95	\$ 15.62	2.2
malfit	1	1	150# Blk Mall 90 Ell	\$ 3.40	\$ 3.40	0.3
malfit	3	¾	150# Blk Mall Tee	\$ 3.11	\$ 9.33	1.2
malfit	3	¾	150# Blk Mall Cap	\$ 2.22	\$ 6.65	0.4
malfit	3	¾	150# Blk Mall Union	\$ 8.70	\$ 26.09	0.8
malfit	1	1x¾	150# Blk Mall Conc Reducer	\$ 4.58	\$ 4.58	0.3
misc	40	¾	Male Iron Pipe Thread Joints	\$ -	\$ -	0.0
misc	2	1	Male Iron Pipe Thread Joints	\$ -	\$ -	0.0
misc	37	¾	Female Iron Pipe Thread Joints	\$ 0.13	\$ 4.81	0.0
misc	3	1	Female Iron Pipe Thread Joints	\$ 0.13	\$ 0.39	0.0
stlnip	1	¾ x 1¾	Std Black Steel Nipple	\$ 1.11	\$ 1.11	0.0
stlnip	6	¾ x 2	Std Black Steel Nipple	\$ 1.19	\$ 7.14	0.1
stlnip	2	¾ x 3	Std Black Steel Nipple	\$ 1.34	\$ 2.69	0.0
stlnip	2	¾ x 4	Std Black Steel Nipple	\$ 1.67	\$ 3.35	0.0
stlnip	9	¾ x 6	Std Black Steel Nipple	\$ 2.38	\$ 21.38	0.2
stlnip	1	1x1½	Std Black Steel Nipple	\$ 1.62	\$ 1.62	0.0
Material					\$ 115.81	6.0

Labor (3 men 6 hrs)	\$ 841.50
Total	\$ 957.31
OH & P	\$ 143.60
Total Change Request	\$ 1,100.91

PipeDetail

**Company:** Plumcore  
**JobName:** Additional Cost for Bond  
**Material Set:** Factor 1  
**Labor Set:** Commercial  
**Run Date:** 8/6/2021 12:24  
**Sort Key:** By Matl Group

☐ Subtotals



Matl Group	Qty	Size	Description	Net Price	Net Total
	1		Allowance Carried in Contract for Changes	\$ 100,000.00	\$ 100,000.00
	1		PLUMCORE Change Orders to Date	\$ 156,145.35	\$ 156,145.35
Total Change Orders Exceeding Allowance					\$ 56,145.35
Bond Rate Per \$1,000					\$ 15.67
Total Requested Change					\$ 877.52



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1228, **Version:** 1

**Item #:** BE8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

---

### **ITEM TITLE**

Request for Qualifications (RFQ) for Engineering / Environmental / Design Services for New Recycling Facility to be Located Adjacent to Magnolia Landfill

### **STAFF RECOMMENDATION**

Approve the attached Request for Qualifications (RFQ) for Engineering / Environmental / Design Services for a new recycling facility to be located adjacent to the Magnolia Landfill and authorize the Purchasing Director to advertise the Request for Qualifications (RFQ).

### **BACKGROUND INFORMATION**

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

**Background:** The Commission approved during the July 6, 2021 meeting to budget \$6,600,000.00 American Rescue Plan Act (ARPA) funds to design, construct, and purchase equipment for a new recycling facility to be located adjacent to the Magnolia Landfill. The Baldwin County Material Recovery Facility Project's principal purpose is to provide a long-term solution for the recycling needs of Baldwin County, its resident Municipalities, and local businesses. Project objectives also include utilizing locally available sources to fund the development and construction of the project. The Development and Environmental Director, Terri Graham, has requested that the attached RFQ for engineering / environmental / design services be advertised. Staff recommends the Commission approve the RFQ and authorize the Purchasing Director to advertise it.

### **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:** 09/07/2021

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

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

Mail RFQ

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

# Baldwin County Commission

## Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services/Design Services

### **OVERVIEW:**

The Baldwin County Commission, acting by and through the Solid Waste Department, seeks qualifications from qualified engineering/environmental firms for a study to determine process needs and design thereafter, of a recyclables-based Materials Recovery Facility (MRF).

The Baldwin County Material Recovery Facility Project's principal purpose is to provide a long-term solution for the recycling needs of Baldwin County, its resident Municipalities, and local businesses. Project objectives also include utilizing locally available sources to fund the development and construction of the project.

### **PROJECT DESCRIPTION AND ENVIRONMENTAL MANAGEMENT DEPARTMENT OVERVIEW**

The selected consulting firm will conduct a Current and Future Needs Study related to recycling programs currently utilized by Baldwin County and the resident Municipalities. The study will develop statistics by using the general criteria as described in the Scope of Services below. Subsequently, the selected consulting firm will design the Materials Recovery Facility and supporting infrastructure based on the results of the Current and Future Needs Study, as well as the design criteria defined in the Scope of Services. Additionally, the firm will develop bid documents and provide support to the bid process, will provide oversight and quality assurance for the construction of the facility, and provide supporting documentation afterwards.

Currently the Environmental Management Department (EMD) is responsible for three (3) County Owned Landfills, one (1) MSW & C&D Transfer Station, one (1) closed landfill, residential solid waste collections of municipal solid waste, recycling, vegetative, as well as billing and collection for more than 45,000 customers annually. In addition, EMD will provide sustainability outreach and education. Finally, the EMD ensures environmental compliance for County operations. The department workforce consists of 100 staff that includes 34 collection waste vehicle operators.

### **STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA (BASED ON 100 POINTS)**

A committee consisting of Baldwin County Commission staff members will evaluate and rank the three most qualified firms' written qualifications based on demonstrated competence and professional qualifications for performance of the services required.

The County Selection Committee will select the most qualified firm from the submitted qualifications. Upon selection of a consulting firm, a scope of work meeting will be conducted and a proposal for work will be required. The County reserves all rights in the selection of the firm of its choosing in regards to this RFQ.

The County Commission will approve the most highly qualified firm and a contract with that firm to be negotiated by the Development and Environmental Director with a budgeted firm-fixed price amount. Contracts will be awarded to the responsible firm whose proposal is most advantageous to the County

Commission. Upon the Development and Environmental Director's completion of the contract and fee negotiations, the County Commission executes the contract. Contract award will be subject to the timely completion of contract negotiations between the County and the selected Respondent.

The County reserves the right to reject all Statements, negotiate further with any entity submitting Statements, seek additional Statements, or waive any irregularities or informalities in the RFQ process.

Qualifications should contain information sufficient to enable the Selection Committee to properly evaluate the competence and qualifications of the consultant for achieving the project objectives. Qualifications will be evaluated based on the following criteria:

**A. General Information (10 points)**

Provide a general description of the consulting firm and/or team that is proposing to provide the services, including subconsultants, if any. Provide an organizational chart showing key personnel.

For each key person, provide the following information:

1. Percentage of time that each person will be committed to the project
2. Length of time with the firm
3. Applicable professional registrations

**B. Experience and Qualifications of the Firm/Team and Key Personnel (40 points)**

1. Provide a list of similar projects on which the project team has experience. For each reference project, please provide the following information:

a. Building Design and Construction experience: 10 years minimum, 3 successful similar projects with references.

1. Description of the project, including project name and location;
2. Project owner and/or client information;
3. Role of the firm, including a description of the services provided;
4. Role of each key team member who worked on the reference project and the percentage of time spent by each key team member on said project; and
5. Approximate dates services were provided.

b. Site Development experience: 10 years minimum, 3 successful similar projects with references.

1. Description of the project, including project name and location;
2. Project owner and/or client information;
3. Role of the firm, including a description of the services provided;
4. Role of each key team member who worked on the reference project and the percentage of time spent by each key team member on said project; and
5. Approximate dates services were provided.

2. List all Solid Waste related projects where the firm/team provided services in the last five years, completed or on-going, that are not already included in the preceding sections.

a. Solid Waste/Recycling Planning experience, 10 years minimum Solid Waste Engineering experience

3. Overall evaluation of the firm/team and its perceived ability to provide the required services will be considered along with the evaluators' perception of the clarity, completeness, and presentation of the Statement of Qualifications. This is to be determined by the selection panel members. No submittal response is required for this item. Information obtained from the Statement of Qualifications and from any other reliable source may be used in the evaluation and selection process.

4. Alabama Department of Environmental Management solid waste regulatory/permitting experience.

5. The chosen firm must have a Professional Engineer (P.E.) licensure, and proper business licensure, both in the State of Alabama, at the time of submittal. Firms responding to this RFQ should provide Dun and Bradstreet number.

**C. Understanding of the Project and Approach to Performing the Required Services (15 points)**

Discuss the major issues your team has identified on this project and how your firm/team intends to address those issues. Identify any technical innovations that may be incorporated and/or innovative approaches that will be used in executing the work. Also, discuss the expertise your firm/ team offers and how you propose to use that expertise to benefit the County to add value to the project.

**D. Current Workload and the Ability of Project Team to Start Immediately. (20 points)**

Provide a table or list that summarizes the current major assignments of all key team members, percentage of time committed to each assignment, anticipated end date of major assignments, and percentage of time to be committed to this project. Also include a statement as to when the team would be available to start work on this project. Firms that demonstrate their ability to start immediately and to effectively manage this project, in addition to their current workload, may be awarded up to 20 points for this sub-category.

**E. Reference Information (15 points)**

The County will award a maximum of 15 points for past performance reference information (maximum of 5 points per reference). It is the firm's responsibility to solicit and to ensure that three (3) Past Performance Verification Forms (PPVF's) are submitted directly to the County per the instructions on the Form. Any forms, in excess of three (3), will not be counted toward this requirement.

Qualifications will be scored as follows:

Criteria	Possible Points
General Objectives	10
Experience and Qualifications of the Firm/Team and Key Personnel	40
Understanding of the Project and Approach to Performing the Required Services	15
Current Workload and the Ability of Project Team to Start Immediately	20
Reference Information	15
Total	100

The selected firm shall be able to complete the Current and Future Needs Study within 2 months (sixty days) of an executed contract and Notice to Proceed.

**Submittal of Qualifications:**

Qualifications submitted in response to this RFQ must provide detailed information to show evidence of qualifications, experience, and expertise. One (1) original and three (3) copies of the RFQ are required. No emailed or faxed materials will be accepted. The submitted proposal should be not more than fifteen 8.5" X 11" single-sided pages, Times New Roman 11-point font (inclusive of the cover letter, conceptual approach, experience and background, and project team/level of participation), and should be divided by section, with Table of Contents (cover and tabbed divider pages and table of contents do not count against the 15-page limit)." Cover page should include: Dun and Bradstreet (DUNS) number and company point of contact information.

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) Questions must be received no later than **September 30, 2021 at 2:00 pm CDT.**

**Qualifications should be sent to the address below on or before 2:00 pm CDT, October 11, 2021. FAX OR E-MAIL SUBMITTALS WILL NOT BE ACCEPTED.**

Baldwin County Purchasing Department  
Mrs. Wanda Gautney  
Purchasing Director

Mailing Address:  
312 Courthouse Square  
Bay Minette, AL. 36507

Physical Address:  
257 Hand Avenue  
Bay Minette, AL 36507

## **Project Funding**

This project is funded by a grant from The American Rescue Plan Act (ARPA). Any contract made as a part of this grant shall be subject to the applicable sections of 2 CFR Part 200, uniform administrative requirements, cost principles, and audit requirements, as adopted pursuant to 2 CFR § 5900.101.

Qualifications are being requested in accordance with 2 CFR 200.320 (d) (5), as issued by the Office of Management and Budget. The firm that is selected will be notified and a contract negotiated. The contract will be for a period coinciding with the completion and closeout of the project for which services are being requested. The contract will include provisions required by 2 CFR 200, Appendix II, as follows:

**(A)** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **(See attached Certification Regarding Lobbying)**

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the Department of the Treasury and The American Rescue Plan Act (ARPA).

Non-Commitment of Funds. Any contract related to this proposed project is subject to the availability of funds and/or the needs of the Baldwin County Commission and therefore the COUNTY, at its discretion, may or may not issue a final contract as a result of this RFQ.

Further, even in the event an initial selection is made by the County, no selection is final until full execution of a written agreement detailing an agreed upon scope of work. If the County deems, at its sole discretion, that a satisfactory agreement cannot be reached in accordance with an initial selection, the County reserves the right to proceed with efforts to make another selection based upon Statements submitted pursuant to this RFQ.

1. The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.322. 2 CFR §200.322 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Warranties:**

By responding to this RFQ, firms/individuals submitting proposals warrant and represent the following:

1. The firm/individual does not have a judgment lien against its property for a debt to the United States.

**Equal Opportunity Business Development:**

Non-Discrimination. The Baldwin County Commission does not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms. Minority and/or Women Businesses are encouraged to respond to this request. Baldwin County Commission takes all necessary affirmative steps, as set forth in 2 C.F.R. 200.321(b) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Should a contract be awarded, the prime contractor

must take all necessary affirmative steps to assure the minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps MUST include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Equal Employment Opportunity is an Equal Opportunity Employer. Minority firms and women business enterprises are encouraged to submit proposals.

Open Trade. By submitting a Statement, the Respondent represents that he/she and the business entity he/she represents is not currently engaged in the boycott of a person or entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.

#### **Indemnification:**

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

#### **Insurance:**

The Engineer agrees to carrier at their own cost and expense for the length of the contract and with insurers satisfactory to the Baldwin County Commission, maintain in effect the following insurance coverage from an insurance company or companies authorized to do business in Alabama.

Comprehensive General Liability Policy  
Comprehensive Liability Insurance covering all owned and non-owned Automobiles  
Worker's Compensation Insurance as required by law.

### **Bidder Qualifications**

All vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

### **Termination of Services**

The COUNTY may terminate this Contract, with or without cause or reason by giving 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.

### **Scope of Services:**

The scope of services to be performed by the selected consulting firm shall include but not be limited to the following:

#### **1. Current/Future Needs Study**

##### **1.1. Service Area**

- 1.1.1. Number of households served by collection
- 1.1.2. Number of households served by convenience centers
- 1.1.3. Potential number of seasonal units and volume of material
- 1.1.4. Potential number of commercial and industrial units and volume of material
- 1.1.5. Logistics – how to get areas to and from the site
- 1.1.6. Types of materials to be processed.

##### **1.2. Total material volume**

- 1.2.1. Number of tons per day, number of vehicles per day
- 1.2.2. Projected future throughput
- 1.2.3. How to maximize throughput
  - 1.2.3.1. Public-private partnerships

- 1.2.3.1.1. Large generators
    - 1.2.3.1.2. Large seasonal or periodic events (festivals, fairs)
  - 1.2.3.2. Incentives to businesses
  - 1.2.3.3. Education and awareness
  - 1.2.3.4. Adjacent Counties and municipalities
- 1.3. Cost-benefit
  - 1.3.1. Projected Revenue from recovery, including credits
    - 1.3.1.1. Materials to be recovered
    - 1.3.1.2. Estimated contamination rate
    - 1.3.1.3. Material value per ton based on market low
    - 1.3.1.4. Return on Investment
- 1.4. Future planning and Capital Expenditure
  - 1.4.1. Build for future capacity when funds are available
  - 1.4.2. Plan for future facility expansion, if/when demand is higher
  - 1.4.3. Plan for other materials when recovery is viable
- 1.5. Site Constraints
  - 1.5.1. Available area for development on the existing property
    - 1.5.1.1. Physical site limitations
    - 1.5.1.2. Property restrictions by zoning or ordinance
    - 1.5.1.3. Setback requirements
  - 1.5.2. Impact to adjacent properties or residences
  - 1.5.3. Roadways serving the property
  - 1.5.4. Availability of Utilities
    - 1.5.4.1. Domestic wastewater
    - 1.5.4.2. Process wastewater
    - 1.5.4.3. Potable water
    - 1.5.4.4. 3-phase electrical supply of reasonable voltage
    - 1.5.4.5. Communications
      - 1.5.4.5.1. Integrated communications

1.5.4.5.2. High-speed data

1.6. Concept Design

1.6.1. Preliminary design and review

1.6.2. Final Concept design

1.6.3. Concept cost estimate

**2. Engineering Design Basis**

2.1. Building size

2.1.1. Number of personnel needed to operate MRF

2.1.1.1. Parking requirements

2.1.1.2. ADA requirements

2.1.1.3. Sanitary requirements (lunchroom, showers, etc.)

2.1.2. Equipment requirements

2.1.2.1. Dual process line (for redundancy)

2.1.2.2. Space for future expansion, additional process lines

2.1.2.3. Space to recover additional materials

2.2. Access Road and traffic circulation

2.2.1. Weighed vehicles

2.2.1.1. Inbound, loaded waste vehicles

2.2.1.2. Outbound, empty waste vehicles (or RFID)

2.2.1.3. Inbound, empty transport trailers

2.2.1.4. Outbound, loaded transport trailers

2.2.2. Un-weighed vehicles

2.2.2.1. Inbound and outbound personnel vehicles

2.2.2.2. Empty vehicles

2.3. Accessory areas

2.3.1. Materials staging and pre-separation areas

2.3.2. Reject materials staging area

2.3.3. Personnel parking

2.3.4. Equipment parking and maintenance (including washing)



- 2.3.5. Staging areas for loaded and empty trailers
- 2.4. Operational narrative
  - 2.4.1. Description of vehicle movement and circulation
  - 2.4.2. Description pre-sorting and support activities
  - 2.4.3. Description of MRF operation
  - 2.4.4. Description of output materials: staging, packaging, transport
  - 2.4.5. Size and location of storage areas for baled and un-baled materials
  - 2.4.6. Service area logistics
- 2.5. Education/Outreach for Learning Center and Public
  - 2.5.1.1. Dedicated educational space on-site
  - 2.5.1.2. Meeting or conference space
  - 2.5.1.3. Exhibits and materials for distribution

#### **4. Permitting**

- 4.1. Recycling Registration Update
- 4.2. National Pollutant Discharge Elimination System (NPDES) Permit Update
- 4.3. Solid Waste Management Plan Update
- 4.4. Stormwater Pollution Protection Plan
- 4.5. Facility siting requirements

#### **5. Engineering Design**

- 5.1. Pre-design investigation
  - 5.1.1. Survey
  - 5.1.2. Geotechnical report
  - 5.1.3. Borings
  - 5.1.4. Utility location study
  - 5.1.5. Wetlands, Cultural, Threatened and Endangered Species
- 5.2. Building Design
  - 5.2.1. Architectural plans
  - 5.2.2. Structural Design
  - 5.2.3. Equipment layout and process plan

- 5.2.4. Mechanical plan
- 5.2.5. Plumbing plan
- 5.2.6. Electrical plan
  - 5.2.6.1. Power Study
  - 5.2.6.2. Backup Power design
- 5.2.7. P & ID
- 5.2.8. Control and Instrumentation
- 5.2.9. Fire Suppression
- 5.2.10. HVAC
- 5.2.11. Odor/ Dust Control System
- 5.3. Roadway Design
  - 5.3.1. Asphalt paving design
  - 5.3.2. Concrete design
  - 5.3.3. Stormwater management systems
  - 5.3.4. Site Traffic Plan
- 5.4. Operations
  - 5.4.1. Operations Manual
  - 5.4.2. Unauthorized Waste Plan
  - 5.4.3. Inspections and Maintenance Plans
- 5.5. Personnel Training
  - 5.5.1. Equipment training
  - 5.5.2. OSHA required training
  - 5.5.3. Regulatory inspection training
  - 5.5.4. Operator training

## **6. Bid Support**

- 6.1. Bid Documents
- 6.2. Contract Documents
- 6.3. Bid Recommendation
- 6.4. Engineer's Estimate of Cost

## **7. Construction Management**

- 7.1. Construction Administration
- 7.2. Construction Quality Assurance
- 7.3. Facility set-up and commissioning
- 7.4. Regulatory submissions and approvals

## **8. Timeline for Construction of Materials Recovery Facility**

Each firm shall submit a timeline based on days of duration from beginning of the bid process through the completion of construction.

## VENDOR RESPONSE FORM

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

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

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

## **ATTACHMENT A: CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

**Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2 C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.**

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

### **SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION**

Prior to contract execution, the prime contractor must submit:

- A written certification that no subcontracts will be issued.

- OR -

- The Subcontractor Listing Form detailing all subcontractors from whom quotes were received including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time.

- A listing of certified MBE and WBE firms from whom quotes, or proposals were received, if any, who were not awarded subcontracts.

- Evidence that each Non-MBE/WBE subcontractor selected for the scope of work, was lower in

price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work was the same for both the MBE/WBE and Non-MBE/WBE. The contractor may utilize the following resources to assist in MBE/WBE affirmative outreach: The Alabama Department of Economic and Community Affairs' Office of Minority Business Enterprise's Certified MWBE List and the Alabama Department of Transportation's Certified Disadvantaged Business Enterprise List.

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.



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## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### \* APPLICANT'S ORGANIZATION

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name:  Middle Name:

\* Last Name:  Suffix:

\* Title:

\* SIGNATURE:  \* DATE:

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1208, **Version:** 1

**Item #:** BK1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Danon Smith, Planning and Grants Coordinator

**Submitted by:** Amanda Thweatt, Emergency Management Specialist

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### **ITEM TITLE**

Alabama Mutual Aid System (AMAS) Agreement with State of Alabama, Alabama Emergency Management Agency and Counties

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the Alabama Mutual Aid System (AMAS) Agreement for reciprocal emergency aid and assistance between the State of Alabama, Alabama Emergency Management Agency, and among each political sub-division of the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted.

The Agreement shall be in effect for one (1) year from the date of full execution and shall be renewed in successive one (1) year terms unless terminated in writing by the participating political subdivision. The agreement will need to be brought before the Commission each year for renewal.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** August 4, 2020

**Background:** August 4, 2020 - Approved and authorized the Chairman to execute the Alabama Mutual Aid System (AMAS) for reciprocal emergency aid and assistance between multiple agencies in case of emergencies too extensive to be dealt with unassisted.

On September 5, 2017, the Commission approved the Alabama Mutual Aid System Agreement endorsed by the Association of County Commissioners and the League of Municipalities. This Mutual Aid Agreement is for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted.

### **GENERAL BACKGROUND INFORMATION:**

The State Emergency Management Act of 1955 authorizes the State and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted. In accordance with the National Incident

Management System Compliance guidance (NIMS), all counties are requested to be part of their state's mutual aid compact. The Alabama Emergency Management Agency is requesting all counties become partners in the State's Mutual Aid Agreement in order to be in compliance with NIMS. This will allow the State to better assist the Counties with resources and personnel. This agreement will allow the State to deploy personnel, equipment, and other resources in a more organized manner in a declared emergency. As part of the Mutual Aid Agreement, County equipment and personnel can be refunded through the FEMA Public Assistance Program during declared disasters.

This agreement in no way obligates the County to send resources or personnel, all requests for assistance will be presented to the Commission for prior approval.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** TBD in the event of an emergency or disaster which necessitates the utilization of mutual aid resources.

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

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

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
No

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration to obtain Chairman's signature on the two

(2) original agreements.

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

Administration to send the two (2) original agreements to:

Alabama Emergency Management Agency  
Attn: Tara Hetzel  
Post Office Box 2160  
Clanton, Alabama 35046

The State will retain one (1) original and send one (1) original back to administration to retain a copy for the BCC.

Administration will send an email copy of the fully executed document to the following:

Danon Smith - Baldwin County EMA - [danon.smith@baldwincountyal.gov](mailto:danon.smith@baldwincountyal.gov)  
<<mailto:danon.smith@baldwincountyal.gov>>

Amanda Thweatt - Baldwin County EMA - [Athweatt@baldwincountyal.gov](mailto:Athweatt@baldwincountyal.gov)  
<<mailto:Athweatt@baldwincountyal.gov>>

Tammy Rider - Baldwin County Sheriff's Office - [trider@baldwincountyal.gov](mailto:trider@baldwincountyal.gov)  
<<mailto:trider@baldwincountyal.gov>>

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

# AMAS

“Alabama Mutual Aid System”

## AGREEMENT

June 2020 Version

ENDORSED BY:

Association of County Commissioners of Alabama  
Alabama League of Municipalities

Contact:

Tara Hetzel

Counsel

Alabama Emergency Management Agency

205.280.2200 Office

205.280.2394 Fax

Email: [tara.hetzel@personnel.alabama.gov](mailto:tara.hetzel@personnel.alabama.gov)

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

**THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF ALABAMA, ALABAMA EMERGENCY MANAGEMENT AGENCY AND AMONG EACH POLITICAL SUB-DIVISION OF THE STATE THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING:**

**WHEREAS**, the State Emergency Management Act of 1955, as codified in Section 31-9-01 et seq. Code of Alabama (1975) as amended, hereinafter referred to as the “State Emergency Management Act,” authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the State Emergency Management Act sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

**WHEREAS**, the State Emergency Management Act, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

**WHEREAS**, the State Emergency Management Act, authorizes the governing body of each political subdivision of the state to enter into such contract or lease with the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefore in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which such contract was entered into; and

**WHEREAS**, the State Emergency Management Act, authorizes the Alabama Emergency Management Agency, hereinafter referred to as “State EMA,” to make available any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area or upon the request of any recognized and accredited relief agency through such duly constituted authority; and

**WHEREAS**, the State Emergency Management Act, authorizes the State EMA to call to duty and otherwise provide, within or without the state, such support from available personnel, equipment, and other resources of state agencies and the political subdivisions of the state as may be necessary to reinforce emergency management agencies in areas stricken by emergencies; and

**WHEREAS**, the State of Alabama is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, sinkhole formations, and other natural disasters that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government owned facilities; and

**WHEREAS**, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should a disaster, whether by natural causes or as a consequence to an enemy attack, sabotage or hostile action occur; and



# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

**WHEREAS**, to provide the most effective mutual aid possible, each participating political subdivision, intends to foster communications between the personnel of other political subdivisions by visits, compilation of asset inventories, exchange of information and development of plans and procedures to implement this Agreement;

**WHEREAS**, to provide the most effective mutual aid possible, all activities performed under this agreement are hereby recognized to be governmental functions, and thus enjoy immunity from liability for torts as provided by law, enumerated in subsection (a) of Section 31-9-16 Code of Alabama (1975) as amended. All persons responding under the operational control of the State EMA are recognized to be emergency management workers on the behalf of the State, for purposes of liability. Neither the State or the participating political subdivisions nor their employees, except in cases of willful misconduct, gross negligence or bad faith shall be liable for the death of or injury to persons or for damage to property when complying or attempting to comply with the statewide mutual aid system, enumerated in Subsection (b) of Section 31-9-16 Code of Alabama (1975) as amended.

**NOW, THEREFORE, the Parties hereto agree as follows:**

## SECTION 1. DEFINITIONS

A. "AGREEMENT" - The Alabama Mutual Aid System Agreement for Emergency Response/Recovery. Political subdivisions of the State of Alabama may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s) to the State EMA. Copies of the agreement with original signatures and copies of authorizing resolutions shall be filed and maintained at the State EMA in Clanton, Alabama. For the purposes of this Agreement, a Volunteer Fire Department/Association and/or a Mutual Aid team composed of volunteer members, as defined below, are not considered a political subdivision. Such Volunteer Associations are deemed "sub-contractors" to the political subdivisions that have secured such volunteer services for the purposes of fulfilling that political subdivisions obligations agreed to in this instrument.

B. "EMERGENCY MANAGEMENT WORKER" (RESPONDER) - An emergency management worker is defined as anyone possessing special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in any applicable law or ordinance or authorized drill or exercises; and who is requested and/or authorized to respond. Under this definition, an emergency management worker may or may not be required to possess a license, certificate, permit or other official recognition for their expertise in a particular field or area of knowledge. An emergency management worker could include, but is in no way limited to, the following regardless of compensation: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, local emergency debris removal teams, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

C. "VOLUNTEER MEMBER" – An emergency management worker, which is not personally compensated for their local emergency response duties and/or labor performed within the jurisdiction of their residence or employment. As a condition of their appointment as a recognized task force team member, Volunteer

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

Members agree to waive any claim to personal compensation from the responding political subdivision or reimbursement from State EMA.

D. "REQUESTING POLITICAL SUBDIVISION" - The participating political subdivision entity requesting aid in the event of an emergency. Each requesting political subdivision shall coordinate requests for state or federal emergency response assistance through its local EMA director or designee.

E. "ASSISTING POLITICAL SUBDIVISION" - The participating political subdivision entity furnishing equipment, services and/or manpower to the requesting political subdivision.

F. "AUTHORIZED REPRESENTATIVE" - An employee(s) or official of a participating political subdivision authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating political subdivision executing this Agreement shall be attached as Appendix A to the executed copy of the Agreement supplied to the State EMA and shall be updated as needed by each participating political subdivision.

G. "STATE EMA" - Alabama Emergency Management Agency, Clanton, Alabama.

H. "FEMA" – Federal Emergency Management Agency, Washington, D.C.

I. "EMERGENCY" - Any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

J. "DISASTER" - Any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a State of Emergency by the Governor, or a Declaration signed by the President of the United States.

K. "PARTICIPATING POLITICAL SUBDIVISION" - The governmental entity within the borders of the State of Alabama, which executes this Alabama Mutual Aid System Agreement and supplies a complete, executed copy to the State EMA.

L. "NON-PROFIT ORGANIZATION" - A non-profit organization, corporation or other legal entity as defined by state law whose mission is to provide an emergency response function to the general public for no monetary compensation (volunteer) as defined in §6-5-336 Code of Alabama 1975, as amended.

M. "PERIOD OF ASSISTANCE" - The period of time beginning with the departure of any personnel of the Assisting political subdivision from any point for the purpose of traveling to the requesting political subdivision's jurisdiction in order to provide assistance and ending upon the return of all personnel and equipment of the assisting political subdivision, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the requesting political subdivision or the return trip from the requesting political subdivision during which the personnel of the assisting political subdivision are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting political subdivision.

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

N. "WORK OR WORK-RELATED PERIOD" - Any period of time in which either the personnel or equipment of the assisting political subdivision are being used by the requesting political subdivision to provide assistance and for which the requesting political subdivision will reimburse the assisting political subdivision. Specifically included within such period of time are rest breaks when the personnel of the Assisting political subdivision will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

## SECTION 2. RESPONSIBILITIES

It shall be the responsibility of each participating political subdivision with jurisdiction over and responsibility for the local emergency management agency within that certain subdivision to do the following:

- a. Identify potential hazards that could affect the participant using an identification system common to all participating jurisdictions.
- b. Conduct joint planning, intelligence sharing and threat assessment development with contiguous participating political subdivisions and conduct joint training at least biennially.
- c. Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating political subdivision.
- d. Adopt and put into practice the standardized incident management system approved by the State EMA.

## SECTION 3. PROCEDURES

Requests for assistance under this Agreement shall be limited to emergency public safety events that exceed the resources of the local jurisdiction, thus creating the need for outside assistance. Should a political subdivision exceed available resources within their jurisdiction and/or those resources provided by other political subdivisions or private entities through pre-existing local or regional mutual aid agreements or compacts; then such participating political subdivisions may request mutual aid assistance from the State EMA.

When a participating political subdivision either becomes affected by, or is under imminent threat of, an emergency or disaster, it may invoke emergency related mutual aid assistance by an official request communicated in writing to the State EMA. The official request shall be made by resolution by the appropriate governing body of the participating political subdivision or by an authorized representative(s). The request shall be submitted to the State EMA by the local emergency management director. Such procedures are essential to the continuity and efficiency of operation and compliance is critical. Request for mutual aid assistance under this agreement may be communicated to the State EMA orally, provided such request is reduced to writing, properly executed and transmitted to the State EMA as soon as practical.

### A. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

- When contacted by the State EMA, the governing body of any participating political subdivision agree to assess their government's situation to determine available personnel, equipment and other resources

# ALABAMA MUTUAL AID SYSTEM

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All participating political subdivisions shall render assistance to the extent personnel, equipment and resources are available. Each participating political subdivision agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the appropriate governing body or its authorized representative(s) determines that their participating political subdivision has available personnel, equipment or other resources, they shall so notify the State EMA, and provide the information listed below. The State EMA shall, upon response from sufficient participating parties to meet the needs of the requesting political subdivision, notify the authorized representative of the requesting political subdivision and provide them with the following information, to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the requesting political subdivision;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the requesting political subdivision.

## MISCELLANEOUS PROCEDURES:

*[Refer to the Alabama Mutual Aid System Concept of Operations, (Current Version; AEMA).]*

### **SECTION 4. REIMBURSABLE EXPENSES**

The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions.

A. **PERSONNEL** - During the period of assistance, the assisting political subdivision shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The State EMA shall from any available source, reimburse at a rate of 100% the assisting political subdivision for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workman's compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). State EMA is prohibited from granting reimbursement for overtime payroll costs, unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities. Volunteers, as defined in Section 1, will not be reimbursed for labor performed while participating under this agreement. While providing services to the requesting political subdivision, employees of the assisting political subdivision shall remain as employees of their respective agency while responding to, or performing an emergency mutual aid function on behalf of the State EMA and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

B. **EQUIPMENT** – Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed by any available source, or by the State EMA, for the use of its equipment during the period of assistance according to the pre-established FEMA hourly rate cost codes, the actual replacement, operation, and

# ALABAMA MUTUAL AID SYSTEM

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maintenance expenses incurred or the rental rate bluebook for construction equipment if approval by the State EMA or FEMA. The assisting political subdivision shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. In the event replacement of equipment becomes necessary, State EMA shall not reimburse any replacement cost(s) incurred above the current fair market value of the equipment at issue. At the request of the assisting political subdivision, fuels, miscellaneous supplies, and minor repairs may be provided by the State EMA, if practical. The total equipment charges to the State EMA shall be reduced by the total value of the fuels, supplies, and repairs furnished by the State EMA and by the amount of any insurance proceeds received by the assisting political subdivision.

C. MATERIALS AND SUPPLIES - Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed for all materials and supplies used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the assisting political subdivision's personnel. The assisting political subdivision's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the State EMA will replace, with like kind and quality as determined by the assisting political subdivision, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the State EMA.

D. RECORD KEEPING - The assisting political subdivision shall maintain records and submit invoices for reimbursement direct to the State EMA using a format commonly used by the State of Alabama or required by FEMA publications, including 2 CFR Part 200 and applicable Office of Management and Budget Circulars. State EMA finance personnel shall provide information, directions, and assistance for record keeping to assisting political subdivision personnel.

E. PAYMENT - The assisting political subdivision shall bill the State EMA for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than forty (40) calendar days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The State EMA shall pay the bill, or advise of any disputed items, not later than forty (40) calendar days following the billing date. Should State EMA fail to reimburse an assisting political subdivision within forty (40) days following the date the political subdivision applies for such reimbursement, such political subdivision shall no longer be required to fulfill the requirements of this agreement until such reimbursement is made by the State EMA. These time frames may be modified by mutual agreement.

F. PAYMENT BY OR THROUGH THE ALABAMA EMERGENCY MANAGEMENT AGENCY - The State EMA may reimburse the assisting political subdivision for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the State EMA. The assisting political subdivision shall be responsible for making written request to the State EMA for reimbursement of travel and subsistence expenses. The assisting political subdivision's written request should be submitted as soon as possible, not to exceed forty (40) days after expiration of the period of assistance. The State

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

EMA shall provide a written response to said requests within forty (40) days of actual receipt. In the event that an affected jurisdiction requests assistance without forwarding said request through the State EMA, or an assisting political subdivision provides assistance without having been requested by the State EMA to do so, the State EMA shall not be liable for reimbursement of any of the cost(s) of assistance incurred. The State EMA may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the State EMA shall be determined in accordance with 44 CFR 206.228. The State EMA may authorize applications for reimbursement, of eligible costs for the non-federal share portion, from the undeclared disaster portion, of the Governor's Contingency Fund created in accordance with Section 36-13-1 et seq. Code of Alabama (1975) as amended, or by any other legally authorized appropriation or fund. Such applications shall be evaluated pursuant to rules established by the State EMA and may be funded only to the extent of available state or federal funds.

## **SECTION 5. INSURANCE**

Each participating political subdivision shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a participating political subdivision is insured, its file shall contain a letter from its insurance carrier(s) stating in affect that insurance coverage will follow the employee or volunteer, their vehicles and their agency's liability upon leaving its local jurisdiction. If a participating political subdivision is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Specifically, regarding workman's compensation liability of self-insured parties, evidence of a certificate of self-insurance, with a resolution reflecting such status, and a copy of which must be attached to the executed copy of this Agreement, which is filed with the State EMA. Each Assisting political subdivision shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this agreement. The amount of reimbursement from the State EMA or the requesting political subdivision shall be reduced by the amount of any insurance proceeds to which the assisting political subdivision is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

## **SECTION 6. LIABILITY**

To the extent permitted by law, including those in accordance with Section 31-9-16 and Section 11-93-2 Code of Alabama (1975) as amended, and without waiving sovereign immunity, or those limitations provided by law, each political subdivision to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this agreement.

## **SECTION 7. LENGTH OF TIME FOR EMERGENCY RESPONSE**

The duration of response to said state of emergency, declared by the requesting political subdivision, is limited to 72 hours (3) days. It may be extended, if necessary.



# **ALABAMA MUTUAL AID SYSTEM**

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## **SECTION 8. TERM**

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated in writing by the participating political subdivision. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, State EMA, which shall provide copies to all other participating parties. Written notification shall be submitted no later than sixty (60) days prior the requested date of termination.

## **SECTION 9. EFFECTIVE DATE OF THIS AGREEMENT**

This Agreement shall be in full force and effect upon approval by the participating political subdivision and upon proper execution hereof.

## **SECTION 10. ROLE OF ALABAMA EMERGENCY MANAGEMENT AGENCY**

The responsibilities of the State EMA under this Agreement are to: (1) request mutual aid on behalf of a participating political subdivision, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a requesting political subdivision, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from the Alabama Department of Finance upon a proclaimed State of Emergency, or from the U.S. Department of Homeland Security, FEMA, and/or all other supporting federal agencies upon a presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of participating political subdivisions with their authorized representative and contact information, and to provide a copy of the listing to each of the participating political subdivisions on an annual basis during the second quarter of the calendar year.

## **SECTION 11. SEVERABILITY; EFFECT ON OTHER AGREEMENTS**

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements, or inter-local agreements, pursuant to Section 31-9-9 et seq. Code of Alabama (1975) as amended, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

## SECTION 12. MISCELLANEOUS:

Capacity - Each political subdivision that has entered into this agreement represents and warrants to the other as follows:

A. That it is a legal government entity duly organized and in good standing pursuant to all applicable laws, rules and regulations. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

B. That to the extent required, each political subdivision has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the political subdivision.

C. That each political subdivision has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the political subdivision to the terms and conditions hereof.

D. That absent fraud, the execution of this agreement by a representative of the political subdivision shall constitute a certification that all such authorizations for execution exist and have been performed and the other political subdivision shall be entitled to rely upon the same.

E. That each political subdivision represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

F. That each political subdivision has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third political subdivision - It is the intent of the parties hereto that there shall be no third political subdivision beneficiaries to this agreement.

Final Integration - This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any political subdivision which is not contained in this Agreement or expressly referred to herein has been relied on by any political subdivision in entering into this Agreement.

Force Majeure - Neither political subdivision to this agreement shall hold the other political subdivision responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other political subdivision's employees, agents or contractors.

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

Amendment in Writing - This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

Binding Effect - This agreement shall bind the parties and successors.

Construction - This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the political subdivision that provided or drafted it.

Mandatory and Permissive - "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws - The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation - No political subdivision to this Agreement may assign its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any political subdivision from its obligations and duties hereunder and such assigning or delegating political subdivision shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver - Non-enforcement of any provision of this agreement by either political subdivision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

**IN WITNESS, WHEREOF**, the parties set forth below have duly executed this Agreement on the date set forth below:

**ATTEST:**

**LOCAL GOVERNMENT AGENCY**

**By:** \_\_\_\_\_

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

**Its:** \_\_\_\_\_

Mayor/County Commissioner

**By:** \_\_\_\_\_

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

**Its:** \_\_\_\_\_

County Sheriff

**By:** \_\_\_\_\_

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

**Its:** \_\_\_\_\_

EMA County Director

**ACKNOWLEDGED AND AGREED BY THE ALABAMA EMERGENCY MANAGEMENT AGENCY**

\_\_\_\_\_  
Brian E. Hastings, Director

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

# **AMAS**

**“Alabama Mutual Aid System”**

## **AGREEMENT**

**June 2020 Version**

### **ENDORSED BY:**

**Association of County Commissioners of Alabama  
Alabama League of Municipalities**

**Contact:**

**Tara Hetzel**

**Counsel**

**Alabama Emergency Management Agency**

**205.280.2200 Office**

**205.280.2394 Fax**

**Email: [tara.hetzel@personnel.alabama.gov](mailto:tara.hetzel@personnel.alabama.gov)**

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

**WHEREAS**, to provide the most effective mutual aid possible, each participating political subdivision, intends to foster communications between the personnel of other political subdivisions by visits, compilation of asset inventories, exchange of information and development of plans and procedures to implement this Agreement;

**WHEREAS**, to provide the most effective mutual aid possible, all activities performed under this agreement are hereby recognized to be governmental functions, and thus enjoy immunity from liability for torts as provided by law, enumerated in subsection (a) of Section 31-9-16 Code of Alabama (1975) as amended. All persons responding under the operational control of the State EMA are recognized to be emergency management workers on the behalf of the State, for purposes of liability. Neither the State or the participating political subdivisions nor their employees, except in cases of willful misconduct, gross negligence or bad faith shall be liable for the death of or injury to persons or for damage to property when complying or attempting to comply with the statewide mutual aid system, enumerated in Subsection (b) of Section 31-9-16 Code of Alabama (1975) as amended.

**NOW, THEREFORE**, the Parties hereto agree as follows:

## SECTION 1. DEFINITIONS

A. "AGREEMENT" - The Alabama Mutual Aid System Agreement for Emergency Response/Recovery. Political subdivisions of the State of Alabama may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s) to the State EMA. Copies of the agreement with original signatures and copies of authorizing resolutions shall be filed and maintained at the State EMA in Clanton, Alabama. For the purposes of this Agreement, a Volunteer Fire Department/Association and/or a Mutual Aid team composed of volunteer members, as defined below, are not considered a political subdivision. Such Volunteer Associations are deemed "sub-contractors" to the political subdivisions that have secured such volunteer services for the purposes of fulfilling that political subdivisions obligations agreed to in this instrument.

B. "EMERGENCY MANAGEMENT WORKER" (RESPONDER) - An emergency management worker is defined as anyone possessing special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in any applicable law or ordinance or authorized drill or exercises; and who is requested and/or authorized to respond. Under this definition, an emergency management worker may or may not be required to possess a license, certificate, permit or other official recognition for their expertise in a particular field or area of knowledge. An emergency management worker could include, but is in no way limited to, the following regardless of compensation: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, local emergency debris removal teams, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

C. "VOLUNTEER MEMBER" - An emergency management worker, which is not personally compensated for their local emergency response duties and/or labor performed within the jurisdiction of their residence or employment. As a condition of their appointment as a recognized task force team member, Volunteer



# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

N. "WORK OR WORK-RELATED PERIOD" - Any period of time in which either the personnel or equipment of the assisting political subdivision are being used by the requesting political subdivision to provide assistance and for which the requesting political subdivision will reimburse the assisting political subdivision. Specifically included within such period of time are rest breaks when the personnel of the Assisting political subdivision will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

## SECTION 2. RESPONSIBILITIES

It shall be the responsibility of each participating political subdivision with jurisdiction over and responsibility for the local emergency management agency within that certain subdivision to do the following:

- a. Identify potential hazards that could affect the participant using an identification system common to all participating jurisdictions.
- b. Conduct joint planning, intelligence sharing and threat assessment development with contiguous participating political subdivisions and conduct joint training at least biennially.
- c. Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating political subdivision.
- d. Adopt and put into practice the standardized incident management system approved by the State EMA.

## SECTION 3. PROCEDURES

Requests for assistance under this Agreement shall be limited to emergency public safety events that exceed the resources of the local jurisdiction, thus creating the need for outside assistance. Should a political subdivision exceed available resources within their jurisdiction and/or those resources provided by other political subdivisions or private entities through pre-existing local or regional mutual aid agreements or compacts; then such participating political subdivisions may request mutual aid assistance from the State EMA.

When a participating political subdivision either becomes affected by, or is under imminent threat of, an emergency or disaster, it may invoke emergency related mutual aid assistance by an official request communicated in writing to the State EMA. The official request shall be made by resolution by the appropriate governing body of the participating political subdivision or by an authorized representative(s). The request shall be submitted to the State EMA by the local emergency management director. Such procedures are essential to the continuity and efficiency of operation and compliance is critical. Request for mutual aid assistance under this agreement may be communicated to the State EMA orally, provided such request is reduced to writing, properly executed and transmitted to the State EMA as soon as practical.

### A. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

- When contacted by the State EMA, the governing body of any participating political subdivision agree to assess their government's situation to determine available personnel, equipment and other resources



# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

maintenance expenses incurred or the rental rate bluebook for construction equipment if approval by the State EMA or FEMA. The assisting political subdivision shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. In the event replacement of equipment becomes necessary, State EMA shall not reimburse any replacement cost(s) incurred above the current fair market value of the equipment at issue. At the request of the assisting political subdivision, fuels, miscellaneous supplies, and minor repairs may be provided by the State EMA, if practical. The total equipment charges to the State EMA shall be reduced by the total value of the fuels, supplies, and repairs furnished by the State EMA and by the amount of any insurance proceeds received by the assisting political subdivision.

C. **MATERIALS AND SUPPLIES** - Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed for all materials and supplies used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the assisting political subdivision's personnel. The assisting political subdivision's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the State EMA will replace, with like kind and quality as determined by the assisting political subdivision, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the State EMA.

D. **RECORD KEEPING** - The assisting political subdivision shall maintain records and submit invoices for reimbursement direct to the State EMA using a format commonly used by the State of Alabama or required by FEMA publications, including 2 CFR Part 200 and applicable Office of Management and Budget Circulars. State EMA finance personnel shall provide information, directions, and assistance for record keeping to assisting political subdivision personnel.

E. **PAYMENT** - The assisting political subdivision shall bill the State EMA for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than forty (40) calendar days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The State EMA shall pay the bill, or advise of any disputed items, not later than forty (40) calendar days following the billing date. Should State EMA fail to reimburse an assisting political subdivision within forty (40) days following the date the political subdivision applies for such reimbursement, such political subdivision shall no longer be required to fulfill the requirements of this agreement until such reimbursement is made by the State EMA. These time frames may be modified by mutual agreement.

F. **PAYMENT BY OR THROUGH THE ALABAMA EMERGENCY MANAGEMENT AGENCY** - The State EMA may reimburse the assisting political subdivision for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the State EMA. The assisting political subdivision shall be responsible for making written request to the State EMA for reimbursement of travel and subsistence expenses. The assisting political subdivision's written request should be submitted as soon as possible, not to exceed forty (40) days after expiration of the period of assistance. The State

# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

## SECTION 8. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated in writing by the participating political subdivision. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, State EMA, which shall provide copies to all other participating parties. Written notification shall be submitted no later than sixty (60) days prior the requested date of termination.

## SECTION 9. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating political subdivision and upon proper execution hereof.

## SECTION 10. ROLE OF ALABAMA EMERGENCY MANAGEMENT AGENCY

The responsibilities of the State EMA under this Agreement are to: (1) request mutual aid on behalf of a participating political subdivision, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a requesting political subdivision, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from the Alabama Department of Finance upon a proclaimed State of Emergency, or from the U.S. Department of Homeland Security, FEMA, and/or all other supporting federal agencies upon a presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of participating political subdivisions with their authorized representative and contact information, and to provide a copy of the listing to each of the participating political subdivisions on an annual basis during the second quarter of the calendar year.

## SECTION 11. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements, or inter-local agreements, pursuant to Section 31-9-9 et seq. Code of Alabama (1975) as amended, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.



# ALABAMA MUTUAL AID SYSTEM

Revised June 2020

**Amendment in Writing** - This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

**Binding Effect** - This agreement shall bind the parties and successors.

**Construction** - This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the political subdivision that provided or drafted it.

**Mandatory and Permissive** - "Shall", "will", and "agrees" are mandatory; "may" is permissive.

**Governing Laws** - The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

**Prohibition on Assignment and Delegation** - No political subdivision to this Agreement may assign its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any political subdivision from its obligations and duties hereunder and such assigning or delegating political subdivision shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Waiver** - Non-enforcement of any provision of this agreement by either political subdivision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

IN WITNESS, WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

ATTEST:

LOCAL GOVERNMENT AGENCY

By: Billie J. Underwood

Date: 8/14/2020

Its: Chairman  
Mayor/County Commissioner

By: Ray Z. [Signature]

Date: 6/20/20

Its: Baldwin Co. Sheriff  
County Sheriff

By: [Signature]

Date: 6/20/20

Its: Baldwin Co. EMA Director  
EMA County Director

ACKNOWLEDGED AND AGREED BY THE ALABAMA EMERGENCY MANAGEMENT AGENCY

[Signature]

Brian E. Hastings, Director

Date: 14 AUG 2020



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1221, **Version:** 1

**Item #:** BL1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

**Submitted by:** Allison Owens, Chief Administrative Assistant

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### **ITEM TITLE**

Amendment to J & J Rhodes Farm, Inc. Lease Agreement of County Property at Magnolia Landfill for Farmland

### **STAFF RECOMMENDATION**

Approve the Amendment to Lease Agreement between Baldwin County Commission and J & J Rhodes Farm, Inc., which reduces the amount of land subject to the Lease Agreement by thirty (30) acres and reduces the rental payment from \$6,000.00 annually to \$4,650.00 annually.

The original Lease Agreement was approved by the Baldwin County Commission during its June 2, 2020, regular meeting. The Amendment to the Lease Agreement does not affect the two (2) year term of the Lease Agreement which commenced on July 3, 2020, and expires on July 3, 2022, unless terminated as set forth in the Lease Agreement.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 06/02/2020

**Background:** During its regularly scheduled meeting held on June 2, 2020, the Baldwin County Commission approved the Lease Agreement between Baldwin County Commission and Mr. Jesse D. Rhodes, d/b/a J & J Rhodes Farm, Inc., which allows Mr. Rhodes to lease approximately 120 acres more or less of County property at Magnolia Landfill for farmland, at a lease price of \$50.00 per acre annually.

The Baldwin County Commission owns approximately 800 acres of property at the Magnolia Landfill. Of the 800 acres, the Commission purchased 158 acres from the Rhodes family in June 2009. Mr. Rhodes was farming the land prior to the County's acquisition and has continued to lease approximately 120 acres more or less to J & J Rhodes Farm, Inc.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$4,650.00 income revenue annually

**Budget line item(s) to be used:** 51047210

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
No

### **LEGAL IMPACT**

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

**Reviewed/approved by:** Approved by Brad Hicks, County Attorney 08/19/20

**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, to follow up with Mr. Jesse Rhodes.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration staff to send lease agreement between Baldwin County Commission and Mr. Jesse D. Rhodes to the address listed below for execution by Mr. Rhodes. Chairman should execute lease when returned with Mr. Rhodes' signature.

Administration staff to send correspondence to:

J & J Rhodes Farm, Inc.  
Attention: Mr. Jesse D. Rhodes  
13668 County Road 49  
Foley, Alabama 36580

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

STATE OF ALABAMA     )  
BALDWIN COUNTY        )

**AMENDMENT TO LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 between the BALDWIN COUNTY COMMISSION, hereinafter called “LESSOR”, and J & J RHODES FARM, INC., hereinafter called “LESSEE.”

WHEREAS, LESSOR and LESSEE entered into a Lease Agreement on or about July 8, 2020; and

WHEREAS, LESSOR and LESSEE wish to reduce the amount of land leased under the Lease Agreement by thirty (30) acres; and

WHEREAS, LESSOR and LESSEE wish to reduce the amount of rental payments from \$6,000.00 to \$4,650.00; and

WHEREAS, pursuant to numbered paragraph seventeen (17) of the Lease Agreement, the parties hereto wish to amend that Lease Agreement to reflect these modifications;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, LESSOR and LESSEE hereby agree:

1. That the Lease Agreement entered into on or about July 8, 2020, is amended pursuant to numbered paragraph seventeen (17) of that Lease Agreement.
2. That the amount of land subject to the Lease Agreement is reduced by thirty (30) acres, with such acres identified on the map attached hereto as **Exhibit 1**.
3. That the amount of rental payment described in numbered paragraph two (2) is reduced to \$4,650.00.
4. That this Amendment shall take effect on September 7, 2021.
5. That all other provisions of the Lease Agreement shall remain unchanged.

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**  
**312 Courthouse Square, Suite 12**  
**Bay Minette, Alabama 36507**

BY: \_\_\_\_\_ /  
JOE DAVIS, III /Date  
Chairman

ATTEST:

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

**LESSEE:**  
**J&J RHODES FARM, INC.**  
**13668 County Road 49**  
**Foley, Alabama 36535**

BY: \_\_\_\_\_ /  
JESSE D. RHODES /Date

Its: \_\_\_\_\_

**STATE OF ALABAMA    )**  
**COUNTY OF BALDWIN   )**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, do hereby certify that Joe Davis, III as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, whose names 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 voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

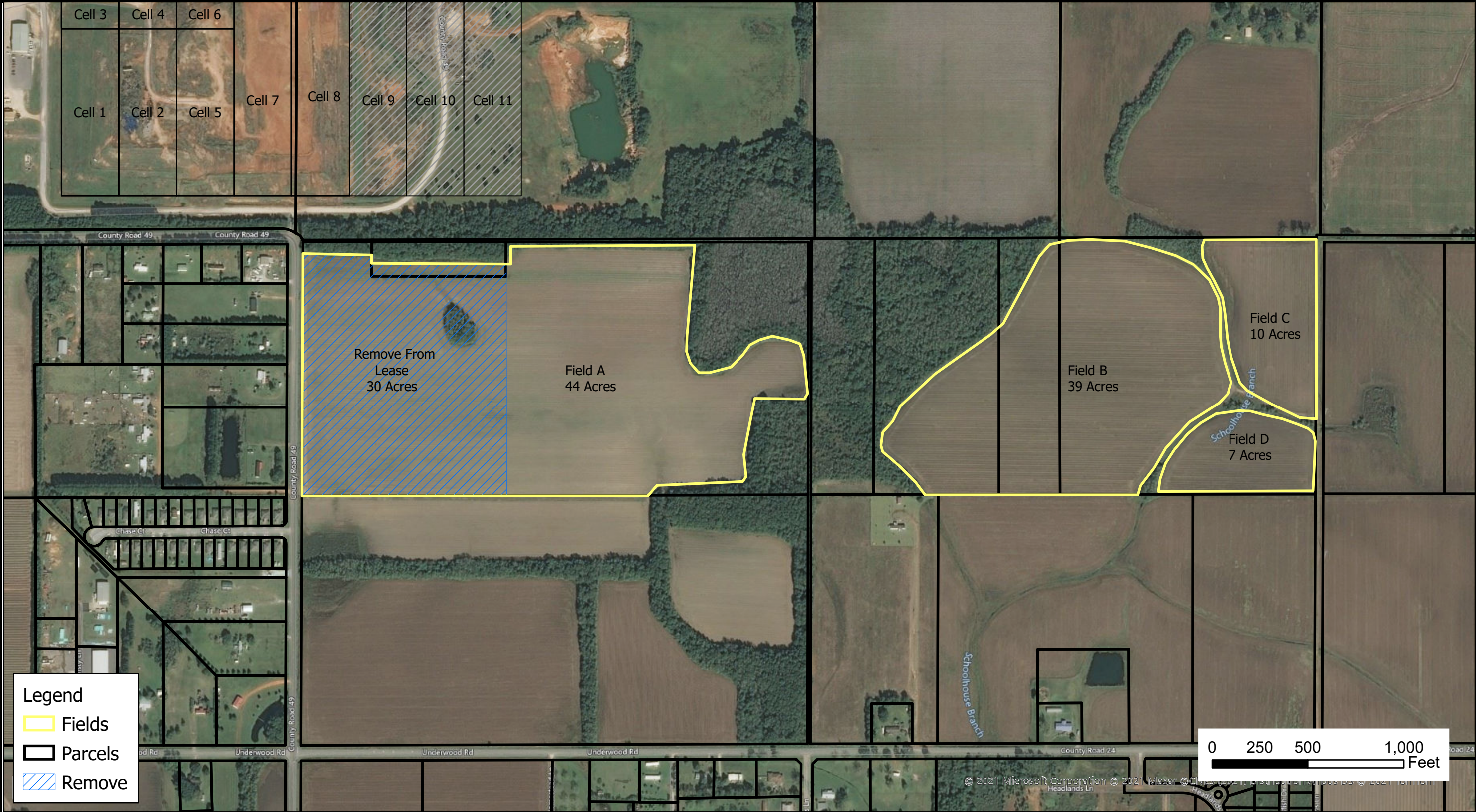
**STATE OF ALABAMA    )**  
**COUNTY OF BALDWIN   )**

I, \_\_\_\_\_, a Notary Public, within and County and State, hereby certify that Jesse Rhodes, as \_\_\_\_\_ of J&J Rhodes Farm, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_





Farm Lease Fields  
**Magnolia Landfill**  
Summerdale, AL



Engineering. Environmental. Answers.

1840 E. Three Notch St.  
Andalusia, AL 36420  
(334) 222-9431  
(334) 222-4018 FAX  
[www.cdge.com](http://www.cdge.com)

N



Sheet No.

1

Drawn By: JSO

Checked by: RDW

Date: July 2021





**COUNTY COMMISSION  
BALDWIN COUNTY**

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

[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

**Anu Gary**  
Administrative Services Manager  
[agary@baldwincountyal.gov](mailto:agary@baldwincountyal.gov)  
(251) 580-2564

**Monica English**  
Assistant Administrative Services Manager  
[mtaylor@baldwincountyal.gov](mailto:mtaylor@baldwincountyal.gov)  
(251) 580-1696

July 13, 2020

Mr. Jesse D. Rhodes  
J & J Rhodes Farm, Inc.  
13668 County Road 49  
Foley, Alabama 36535

**RE: Lease Agreement between Baldwin County Commission and J&J Rhodes Farm, Inc.**

Dear Mr. Rhodes:

Enclosed is a **fully executed copy** of the *Lease Agreement* approved during the June 2, 2020, Baldwin County Commission meeting between the Commission and Mr. Jesse D. Rhodes, d/b/a J & J Rhodes Farm, Inc., which allows you to lease approximately 120 acres more or less of County property at Magnolia Landfill for farmland, at a lease price of \$50.00 per acre annually.

The *Lease Agreement* shall be for a term of two (2) years, commencing on July 3, 2020 and expiring on July 3, 2022, unless terminated as set forth in the *Lease Agreement*.

If you have any questions or need further assistance, please do not hesitate to contact Terri Graham, Development and Environmental Director, at (251) 972-6878.

Sincerely,

MONICA ENGLISH  
Assistant Administrative Services Manager  
Baldwin County Commission

ME/vk Item BL1

cc: Terri Graham

ENCLOSURE

STATE OF ALABAMA     )  
BALDWIN COUNTY        )

**LEASE AGREEMENT**

WHEREAS, this Lease Agreement is made and entered into by and between the BALDWIN COUNTY COMMISSION, hereinafter called "LESSOR", and J & J RHODES FARM, INC., hereinafter called "LESSEE"; and

WHEREAS, the parties hereto have previously contracted to lease this same property in question and for the same purposes; and

WHEREAS, said previously executed Lease Agreement is due to be terminated and renewed by the execution of a new Lease Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, LESSOR does hereby DEMISE and LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR for the limited purpose of farming, the following described property situated in Baldwin County, Alabama, to-wit:

**PARCEL "A"** (Parcel #05-55-05-15-0-000-004.001) See Exhibit A

**PARCEL "B"** (Parcel #05-55-05-15-0-000-001.000) See Exhibit A

(Parcel #05-55-05-15-0-000-001.001) See Exhibit A

(Parcel #05-55-05-15-0-000-002.000) See Exhibit A

(Parcel #05-55-05-15-0-000-003.000) See Exhibit A

and;

1. **TERM:** The term of this Lease Agreement shall be for a term of two (2) years commencing on July 3, 2020 and expiring on July 3, 2022 unless sooner terminated. This Lease Agreement may be terminated by either party, with or without cause or reason, with a forty-five (45) day written notification to the other party.
2. **CONSIDERATION/PAYMENTS:** The consideration for this Lease Agreement shall be fifty dollars (\$50.00) per acre of identified cultivatable land (see Exhibit A) for the two (2) year lease term period. There being approximately one hundred twenty (120) acres hereby leased, the annual rental payment shall be six thousand dollars (\$6,000). The rental payment shall be payable in an annual lump sum payment of six thousand dollars (\$6,000). All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Solid Waste, Attention: Lease Payments, 15140 County Road 49, Summerdale, Alabama 36580.
3. **USAGE:** For and during the term of this Lease Agreement, LESSEE agrees to plant and farm on all suitable land located on the herein leased property such crops as the LESSEE desires and to use the said property for farm purposes and pasture only during the term of said Lease Agreement. LESSEE warrants and guarantees that it shall do nothing to encumber, lien or otherwise adversely affect the title to the real property. Notwithstanding anything herein written or implied by this Lease Agreement, nothing shall prevent the LESSOR from accessing and utilizing the subject property for any purpose whatsoever to include, without limitation, storage.
4. **ADDITIONALLY RESERVED RIGHTS:** This Lease Agreement is entered into between the parties subject to the terms and conditions of any oil, gas and mineral lease now in force and effect on the said property or any such oil, gas and mineral lease entered into by the LESSOR in the future during the term of this Lease Agreement.



5. **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 Agreement, and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's farming operation on said property. The LESSEE hereby indemnifies and holds the LESSOR harmless from any and all liability for any property damage and/or personal injury which may occur at any time upon the leased premises or as a result of the activities of the LESSEE 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 in the usage of said leased premises.
6. **HUNTING WAIVER**: LESSEE hereby waives any and all rights and privileges of hunting on said property. Said rights and privileges are reserved by LESSOR.
7. **COUNTY IMPROVEMENTS**: LESSEE agrees and covenants that LESSOR, as the owner of said property, has any and all rights to improve, at any time, said property including, but not limited to, recreational capital improvements and that LESSEE will not dissent and/or disagree with any and all improvements made by LESSOR so LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers there from.
8. **FARMING**: LESSEE agrees and covenants to cultivate the farm during the term hereof in an efficient, economic and husband like manner and to employ all modern methods of farming as are customarily practiced in the area.
9. **DUTY OF CARE AND PRESERVATION**: LESSEE agrees to operate the leased premises with care and not to permit waste of the said property nor destroy or remove without the consent of the owner any improvements on said property.

10. **DUTY NOT TO REMOVE**: LESSEE shall not sell or remove from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.
11. **RIGHT OF ENTRY**: LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any purpose to include, but not limited to, making any major repairs, alterations or improvements, and any other activity or action allowed by Alabama law.
12. **NO AGENCY**: This Lease Agreement 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.
13. **NO ASSIGNMENT**: LESSEE may not assign this Lease Agreement or sublease or encumber any portion of the farm 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 Agreement, shall at the option of the LESSOR be void.
14. **BINDING**: This Lease Agreement shall be binding on the LESSOR's successors and assigns.
15. **TAXES**: LESSOR agrees to pay all taxes levied and assessed against the premises.
16. **DEFAULT**: If LESSEE fails to carry out any provision of this Lease Agreement, LESSOR shall have the right to terminate the Lease Agreement 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 properly, quietly and peaceably.

17. **ENTIRE UNDERSTANDING**: This Lease Agreement 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.
18. **ACTS OF GOD**: Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this Lease Agreement 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.
19. **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 Agreement shall not constitute 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.

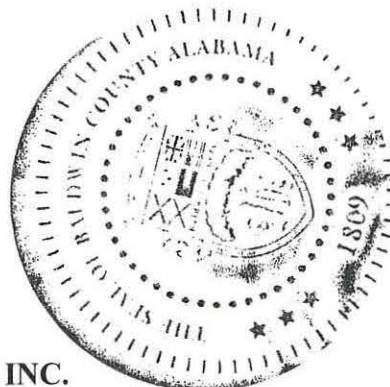
IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed and sealed this instrument as of the day and year first above written.

**LESSOR**  
**BALDWIN COUNTY COMMISSION**  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

BY: Billie Jo Underwood / 7/8/20  
BILLIE JO UNDERWOOD /Date  
Chairman

ATTEST:

BY: Wayne Dyess / 7/8/20  
WAYNE DYESS /Date  
County Administrator



**LESSEE:**  
**J&J RHODES FARM, INC.**  
13668 County Road 49  
Foley, Alabama 36535

BY: Jesse D. Rhodes / 7-7-20  
JESSE D. RHODES /Date

Its: \_\_\_\_\_

**\*NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Victoria Key, a Notary Public, in and for said County in said State, do hereby certify that Billie Jo Underwood, as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, whose names 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 voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the 8<sup>th</sup> day of July, 2020.

Victoria Key

Notary Public

My Commission Expires:

My Commission Expires: September 7, 2022

STATE OF ALABAMA )

COUNTY OF BALDWIN )

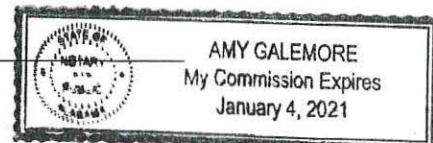
I, Amy Galemore, a Notary Public, within and County and State, hereby certify that Jesse Rhodes, as Owner of J&J Rhodes Farm, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 7 day of July, 2020.

Amy Galemore

NOTARY PUBLIC

My Commission Expires:







# Farm Lease Acreage

Exhibit A

Field	Acres
A	64
B	39
C	10
D	7
Total	120

Field A  
64 acres

Field B  
39 acres

Field C  
10 acres

Field D  
7 acres

CHASE CT

COUNTY RD 49

UNDERWOOD RD

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0 250 500 1,000 Feet

 Cultivable Acres  
 parcels  
 roads





MAKE CHECK PAYABLE TO

KEEP THIS PORTION  
FOR YOUR RECORDS

★ SEE REVERSE SIDE

ALFA MUTUAL INSURANCE COMPANY

P.O. Box 11000

Montgomery, Alabama 36191-0001

FARMOWNER POLICY

POLICY NO.			DUE DATE			WILL PAY TO AMOUNT DUE		
MO.	DAY	YR.	MO.	DAY	YR.			
05	30	2005	30	21		47	1600	

Coverage Information: See Policy for Explanation.

JESSE RHODES

13668 CNTY RD 49

FOLEY

AL

10 % AUTO/FARM DISC

10 % CONTINUOUS SERVICE DISC

HOME SECURITY

AMI AGENT 1704 SC# 2

DWELLING	231,000
APPT STRUCTURE TO DWELL	23,100
PERSONAL PROPERTY	161,700
LOSS OF USE	69,300
LIVESTOCK POULTRY	-NONE-
FEED SEED, ETC	-NONE-
MACHINERY & EQUIPMENT	331,600
BARN/FARM STRUCTURES	32,000
LIABILITY	1,000,000
MEDICAL	5,000

ENDORSEMENTS:

REFER TO  
DECLARATION

010010170086671024750004716000530200

\*\*\*\*\* IMPORTANT NOTICE CONCERNING FARM MACHINERY AND EQUIPMENT \*\*\*\*\*

FARM IMPLEMENT VALUES CHANGE FREQUENTLY. THEREFORE, YOU SHOULD REVIEW YOUR COVERAGE AMOUNTS TO MAKE SURE THAT YOUR MACHINERY AND EQUIPMENT ARE INSURED AT THEIR CURRENT VALUES. YOU MUST MAINTAIN INSURANCE FOR AT LEAST 80% OF THE ACTUAL CASH VALUE OF COVERED FARM PERSONAL PROPERTY. WE SUGGEST YOU CHECK WITH LOCAL FARM IMPLEMENT DEALERS OR YOU CHECK FARM IMPLEMENT VALUE GUIDES TO VERIFY THAT YOUR CURRENT COVERAGES ARE ADEQUATE BUT NOT EXCESSIVE. YOUR ALFA AGENT WILL BE HAPPY TO WORK WITH YOU TO ENSURE THAT ALL OF YOUR FARM PROPERTY, PERSONAL PROPERTY, AND DWELLING ARE PROPERLY COVERED.

2108 East South Blvd.  
P.O. Box 11000  
Montgomery, AL 36191-0001  
1.800.964.2532  
www.alfainsurance.com



Any premium you pay after the premium Due Date, if accepted by us, is with the understanding, by both you and us that we are not liable, under any provisions of the policy, for claims for the period between the Due Date and the time delinquent premium is received and accepted by us.  
**WHEN YOUR CHECK IS PAID BY YOUR BANK IT RENEWS YOUR POLICY TO "WILL PAY TO" DATE.**

---

If the Declaration page of your policy shows that you have inflation coverage, your dwelling coverage limit may automatically increase if there is an increase in the Construction Cost Index. This provides you with additional protection.

To be sure your home is adequately insured, please submit updated information to us if the dwelling has recently been modified, updated or remodeled. You may also request changes to your dwelling coverage limit at any time during the policy term by calling your local Alfa agent.

We will consider your updated information and/or request for a change to help us determine whether to modify the dwelling coverage limits of your policy and we will notify you of our decision.

Thank you for allowing Alfa to provide your insurance coverage.

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1265, **Version:** 1

**Item #:** BL2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

**Submitted by:** Suzanne Doughty, Senior Accountant

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### **ITEM TITLE**

Baldwin County Solid Waste Uncollectible Residential Accounts - September 2021

### **STAFF RECOMMENDATION**

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$223.00.

### **BACKGROUND INFORMATION**

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

#### **Background:**

01/05/2021 - Commission approved to write off \$219.00 of uncollectible residential garbage accounts.

02/02/2021 - Commission approved to write off \$69.00 of uncollectible residential garbage accounts.

02/17/2021 - Commission approved to write off \$276.00 of uncollectible residential garbage accounts.

03/16/2021 - Commission approved to write off \$450.00 of uncollectible residential garbage accounts.

04/06/2021 - Commission approved to write off \$585.00 of uncollectible residential garbage accounts.

05/18/2021 - Commission approved to write off \$477.00 of uncollectible residential garbage accounts.

06/21/2021 - Commission approved to write off \$550.00 of uncollectible residential garbage accounts.

07/21/2021 - Commission approved to write off \$372.00 of uncollectible residential garbage

accounts.

08/17/2021 - Commission approved to write off \$547.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a Notice of Show Cause Hearing is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$223.00

**Budget line item(s) to be used:** 511.14990 Allowance for uncollectible accounts

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Solid Waste Collection Administration and Finance and Accounting Department

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

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

Baldwin County Solid Waste  
Residential Uncollectible Accounts  
September 2021

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Batchelor, Nicole	Pensacola	FL	Out of State	\$65.00			
Bly, Natasha Frazer	Moline	IL	Out of State	\$118.00	X	X	
Steimel, Sheila	Robertsdale	AL	Unable to Locate	\$20.00	X	X	X
Watson, Sylvia	Bay Minette	AL	Deceased - DOD: 01/14/20	\$20.00			
				<u>\$ 223.00</u>			





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1276, **Version:** 1

**Item #:** BL3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

**Submitted by:** Terri Graham, Development and Environmental Director

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### **ITEM TITLE**

Annual Premises Pollution Liability Insurance Premium for Magnolia Landfill

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the Annual Premium Payment to John A Robertson Insurance Agency for the Premises Pollution Liability Insurance for Magnolia Landfill, effective September 15, 2021, through September 15, 2022.
- 2) Authorize the Chairman to execute the Premises Pollution Liability Quote and any other related documents; and
- 3) Authorize the Clerk/Treasurer to make an interim payment to Robertson Insurance Agency Inc in the amount of \$25,600.06.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 09/15/2020, Baldwin County Commission Regular Meeting

**Background:** The Development and Environmental Director recommends the Baldwin County Commission increase our environmental protection at Magnolia Landfill by purchasing an additional insurance policy to cover pollution and cleanup costs associated with future defense and claims that may arise at the facility.

In years past, pollution liability was covered under standard commercial general liability policies. However, more recently insurance companies began excluding pollution liability under the general liability policy, making it necessary to purchase separate coverage for pollution liability. This insurance will protect our financial interests in the event a clean-up becomes necessary.

The pollution liability insurance policy is an environmental protection for the Baldwin County Commission and the Solid Waste Department in the event of an unseen risk or exposure.

Environmental laws are always changing, and this will provide additional protection beyond the self-funding we currently have in place.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$25,600.06

**Budget line item(s) to be used:** 51054300.52755

**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, to ensure coverage is bound.

Cian Harrison/Eva Cutsinger, Clerk Treasurer/Senior Accountant, to prepare interim check to Robertson Insurance Agency.

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

Robertson Insurance Agency Inc.  
Post Office Box 1048  
Fairhope, Alabama 36533

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





PO Box 59689  
Birmingham, AL 35259-9689  
Phone: (800) 824-1709

Robbie Robertson  
John A Robertson Insurance Agency Inc  
P.O. Box 1048  
Fairhope, AL 36533

Aug 27, 2021

Re: Baldwin County Commission, Ref# 9532478-B  
Proposed Effective 9/15/2021 to 9/15/2022

Dear Robbie:

We are pleased to confirm the attached quotation for **Contractors Pollution Liability** being offered with **Westchester Surplus Lines Insurance Company**. This carrier is **Non-Admitted** in the state of **AL**. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

**NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.**

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

<b>Premium:</b>	<b>\$23,401.00</b>
Policy Fee	\$750.00
Surplus Lines Tax	\$1,449.06
<b>Grand Total:</b>	<b>\$25,600.06</b>

<b><i>Option to Elect Terrorism Coverage</i></b>
<b>TRIPRA Premium: APPLIES \$1,170.00</b>
<b>Additional Taxes: \$70.20</b>
<b>Total Including TRIA(if elected) \$26,840.26</b>

**Commission: 10%**

**MEP: 25%**

**Broker Fees & Policy Fees are Fully Earned at Binding**

**NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.**

**If Non Admitted the following applies:**

**Alabama Tax Filings are the responsibility of: ( ) Your Agency (X ) CRC**

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law. Philip S Hagan License #0214821.

---

### **Financing Insurance Premiums**

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing [afcodirect@afco.com](mailto:afcodirect@afco.com); or call toll-free **877-317-6437**, option 1. Additional information is available at <https://www.afco.com/partners/crc.html>.

---

Sincerely,

Chris Mangina  
(800) 824-1709  
[cmangina@crcgroup.com](mailto:cmangina@crcgroup.com)  
9532478

CONFIDENTIAL

**Quote**

**Revision Number: 01**

**This revision supersedes and replaces any quotes previously issued by this Company.**

**Date:** August 27, 2021

**Producer:**

CRC INSURANCE SERVICES  
1 METROPLEX DRIVE  
SUITE 400  
BIRMINGHAM, AL 35209

**Potential Insured:**

Baldwin County Commission  
15140 County Road 49  
Summerdale, AL 36580

**Attention:** Chris Mangina  
**Telephone:** 2058707790  
**Email:** cmangina@crcgroup.com

Please read this proposal carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this proposal are not included. The terms and conditions of this proposal supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This proposal has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this proposal.

**Company:** Westchester Surplus Lines Insurance Company - AM Best Rating A+ XV

**Coverage:** Premises Pollution Liability Insurance Policy - Westchester Elite <sup>SM</sup> Form

<b>Coverage A</b> – Cleanup Costs for New Pollution Conditions	INCLUDED
<b>Coverage B</b> – Bodily Injury and Property Damage for New Pollution Conditions	INCLUDED
<b>Coverage C</b> – Cleanup Costs for Pre-existing Pollution Conditions	NOT INCLUDED
<b>Coverage D</b> – Bodily Injury and Property Damage for Pre-existing Pollution Conditions	NOT INCLUDED
<b>Coverage E</b> – Non-Owned Location Pollution Liability	NOT INCLUDED
<b>Coverage F</b> – Transportation Pollution Liability	NOT INCLUDED



<b>Coverage G – Contractors Pollution Liability</b>	<b>NOT INCLUDED</b>
<b>Coverage H – Products Pollution Liability</b>	<b>NOT INCLUDED</b>

Limits of Liability: (Each Pollution Condition)		Deductible Amount:	Deductible Basis:	Retroactive Date:
Coverage A	\$5,000,000	\$25,000	Each Pollution Condition	09/15/2020
Coverage B	\$5,000,000	\$25,000	Each Pollution Condition	09/15/2020
Coverage C	NOT INCLUDED	-	-	-
Coverage D	NOT INCLUDED	-	-	-
Coverage E	NOT INCLUDED	-	-	-
Coverage F	NOT INCLUDED	-	-	-
Coverage G	NOT INCLUDED	-	-	-
Coverage H	NOT INCLUDED	-	-	-
Policy Aggregate Limit:	\$5,000,000	(The most the insurer will pay for the sum of damages under all Coverage Parts)		
Policy Term:	One (1) Year	Effective Date: 09/15/2021	Expiration Date: 09/15/2022	
Premium:	\$23,401			
TRIA Premium Charge:	\$1,170			
Total Premium:	\$24,571	(includes TRIA Premium Charge - Any request to reject TRIA coverage must be submitted to the underwriter prior to binding. See Attached TRIA disclosure.).		

**Rate:** Flat / Non Auditable

**Exposure Basis:** 1 Covered Locations

**Covered Locations:** 15140 County Road 49  
Summerdale, AL 36580

**Insurance Company Forms:**

ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement  
 ENV-9099 (10-12) - Global Program Solutions Amendatory (Foreign Indemnity) Endorsement  
 ENV-9100 (01/15) - Premises Pollution Liability Insurance Policy - Elite Form  
 ENV-9127 (10/11) - Intended Use Endorsement  
 ENV-9131 (10/11) - Minimum Earned Premium Endorsement  
 ENV-9135 (01/19) - Odor Exclusionary Endorsement - Scheduled Locations  
 ENV-9140 (05/18) - Onsite Cleanup Costs Restricted To Aboveground Storage Tank Release  
 Endorsement - Scheduled Locations  
 ENV-9142 (06-13) - Pollution Condition Exclusion Endorsement-Bodily Injury, Property Damage and  
 Cleanup Costs

ENV-9169 (01/15) - Catastrophe Management Coverage Endorsement

ENV-9179 (08/16) - Deductible To Self-Insured Retention Amendatory Endorsement

ENV-9183 (08/18) - Limits Of Insurance Amendatory Endorsement

SL-34255a (01/16) - Service of Suit Endorsement

TR-51520a (08/20) - Policyholder Disclosure - Notice of Terrorism Insurance Coverage

**Endorsement Terms and Conditions:**

- ENV-9127 (10/11) - Intended Use Endorsement - Solid Waste Landfill
- ENV-9131 (10/11) - Minimum Earned Premium Endorsement - 25% minimum earned premium at inception, 100% minimum earned after 365 days
- ENV-9135 (01/19) - Odor Exclusionary Endorsement - Scheduled Locations - All Covered Locations
- ENV-9140 (05/18) - Onsite Cleanup Costs Restricted To Aboveground Storage Tank Release Endorsement - Scheduled Locations - All Covered Locations
- ENV-9142 (06-13) - Pollution Condition Exclusion Endorsement-Bodily Injury, Property Damage and Cleanup Costs - Perfluorinated Compounds (PFC) and Polyfluoroalkyl Substances (PFAS) including, but not limited to, Perfluorooctanoic acid (PFOA), Perfluorooctane sulfonate (PFOS), PFC-, PFAS-, PFOA-, and PFOS-related products and chemicals, and any of their additives or breakdown and degradation by-products.
- ENV-9169 (01/15) - Catastrophe Management Coverage Endorsement - \$250,000 Aggregate Catastrophe Management Costs Sublimit of Insurance (serves to reduce the Limits of Insurance shown on the Declarations page); Deductible \$25,000 Catastrophe Management Costs

**The quoted coverage is subject to the receipt and satisfactory review of the following information within thirty (30) days unless otherwise noted:**

1. **PRIOR TO BINDING-** A currently completed, signed and dated Westchester Environmental Premises Pollution Liability application.

**Additional Terms and Conditions:**

1. Proposed terms and conditions may differ from those requested.
2. Sample coverage forms will be provided to you upon request prior to binding.

The coverage proposed in this quote is valid through 09/15/2021.

3. We reserve the right to rescind this quote in order to amend the terms and conditions, including premium, or decline the account based upon review of additional underwriting information.
- 4.

- **PLEASE NOTE THAT FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRA) UPON BINDING OF THIS PLACEMENT**

- Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25)**. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. **Any modification of the approved**

**ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance (ACORD or other) is prohibited. Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds or loss payees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.**

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE  
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.**

**Acceptance or Rejection of Terrorism Insurance Coverage**

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$1,170.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

Baldwin County Commission  
Policyholder/Applicant/Authorized

Westchester Surplus Lines Insurance Company  
Insurance Company

Representative's Signature

Print Name

Policy Number

09/15/2021

Date

**ONSITE CLEANUP COSTS RESTRICTED TO ABOVEGROUND STORAGE TANK  
RELEASE ENDORSEMENT – SCHEDULED LOCATIONS**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**PREMISES POLLUTION LIABILITY INSURANCE POLICY (ENV-9100 (01-15))**

**COVERAGE A – Cleanup Costs for New Pollution Conditions**

This endorsement shall only apply to **pollution conditions** on, at, under or migrating from or through **covered locations** specifically identified in the Schedule of Covered Locations below:

- I. Section, I. **INSURING AGREEMENTS, COVERAGE A – Cleanup Costs for New Pollution Conditions**, of the Policy is deleted in its entirety and replaced by the following:

**Coverage A-1. Onsite Cleanup Costs for New Pollution Conditions – Aboveground Storage Tank Release Only**

Cleanup costs arising out of a **pollution condition** on, at, or under a **covered location**, provided that:

- 1) The **pollution condition** results from a release of contents from an **aboveground storage tank** at a **covered location**; and
- 2) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and

The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty days after the **policy period**, or any applicable extended reporting period in accordance with Section VII. **DUTIES IN THE EVENT OF A POLLUTION CONDITION, LOSS OR CLAIM.**

**Coverage A-2. Offsite Cleanup Costs for New Pollution Conditions**

Cleanup costs arising out of a **pollution condition** beyond or outside the boundaries of a **covered location**, provided that:

- 1) The **pollution condition** migrated from or through the **covered location**; and
- 2) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and
- 3) The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty days after the **policy period**, or any applicable extended reporting period in accordance with Section VII. **DUTIES IN THE EVENT OF A POLLUTION CONDITION, LOSS OR CLAIM.**

No coverage provided under this **Coverage A-2** shall apply to that portion of a **pollution condition** on, at or under a **covered location**.

II. Solely related to the terms and conditions of this Endorsement, Section **IV. DEFINITIONS**, of the Policy is amended to include the following:

**Aboveground storage tank** means any tank which has less than 10% of its volume below ground and associated piping and appurtenances connected thereto.

SCHEDULE OF COVERED LOCATIONS (ADDRESS)

All other terms and conditions remain the same.



Robertson Insurance Agency Inc  
101 N Section St  
P O Box 1048  
Fairhope, AL 36533  
Phone: 251-928-2163 Fax: 251-928-2182

Baldwin County Solid Waste  
Magnolia Landfill  
15140 County Rd 49  
Summerdale, AL 36580

<b>INVOICE NO. 8667</b>		<b>Page 1</b>
ACCOUNT NO.	OP	DATE
BCOWAST	NJ	09/01/2021
General Liability		
POLICY #	LOAN #	
[REDACTED]		
COMPANY		
Westchester Fire Insurance		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
09/15/2021	09/15/2022	

Itm #	Due Date	Trn	Type	Description	Amount
61016	09/15/21	MEM	GL-S	Pollution Liability Renewal	\$25,600.06
Invoice Balance:					\$25,600.06

Please make your check payable to Robertson Insurance.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1238, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

**Submitted by:** John Sedlack, Design Tech III

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### **ITEM TITLE**

Baldwin Beach Express at Foley Beach Express Overhead Directional Signs and Intersection Improvements - Permission to Advertise

### **STAFF RECOMMENDATION**

Approve the Purchasing Director to place a competitive bid for the Baldwin Beach Express at Foley Beach Express overhead directional signs and intersection improvements project once plans and contract documents are complete.

### **BACKGROUND INFORMATION**

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

#### **Background:**

The Highway Department has determined a need for overhead directional signs and intersection improvements at the intersection of the Baldwin Beach Express and the Foley Beach Express. Funds were approved in FY21 Annual Budget.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$155,000 - Project budgeted in FY21

**Budget line item(s) to be used:** HW21098000-4CONTRCN-4CONTR SRV-4CONTRACT

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

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
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: Once plans and contracts are complete, Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Director, for advertising project for competitive bid.

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

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





Legend



## Overhead Signs and Intersection Improvements at Foley Beach Express and Baldwin Beach Express

0 0.065 0.13 0.195 0.26 Miles





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1242, **Version:** 1

**Item #:** BN2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

**Submitted by:** John Sedlack, Design Tech III

---

### **ITEM TITLE**

Baldwin County Mitigation Bank Timber Thinning and Prescribed Burn - Permission to Advertise for Bids

### **STAFF RECOMMENDATION**

Approve the Purchasing Director to place a competitive bid for the Baldwin County Mitigation Bank timber thinning and prescribed burn project once plans and contract documents are complete.

### **BACKGROUND INFORMATION**

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

#### **Background:**

The Highway Department has determined a need for timber thinning and a prescribed burn of the Pine Savannah area as part of the Mitigation site's maintenance requirements.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** TBD

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

HW21115000-4CONTRCN-4CONTR SRV-4CONTRAC

**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**

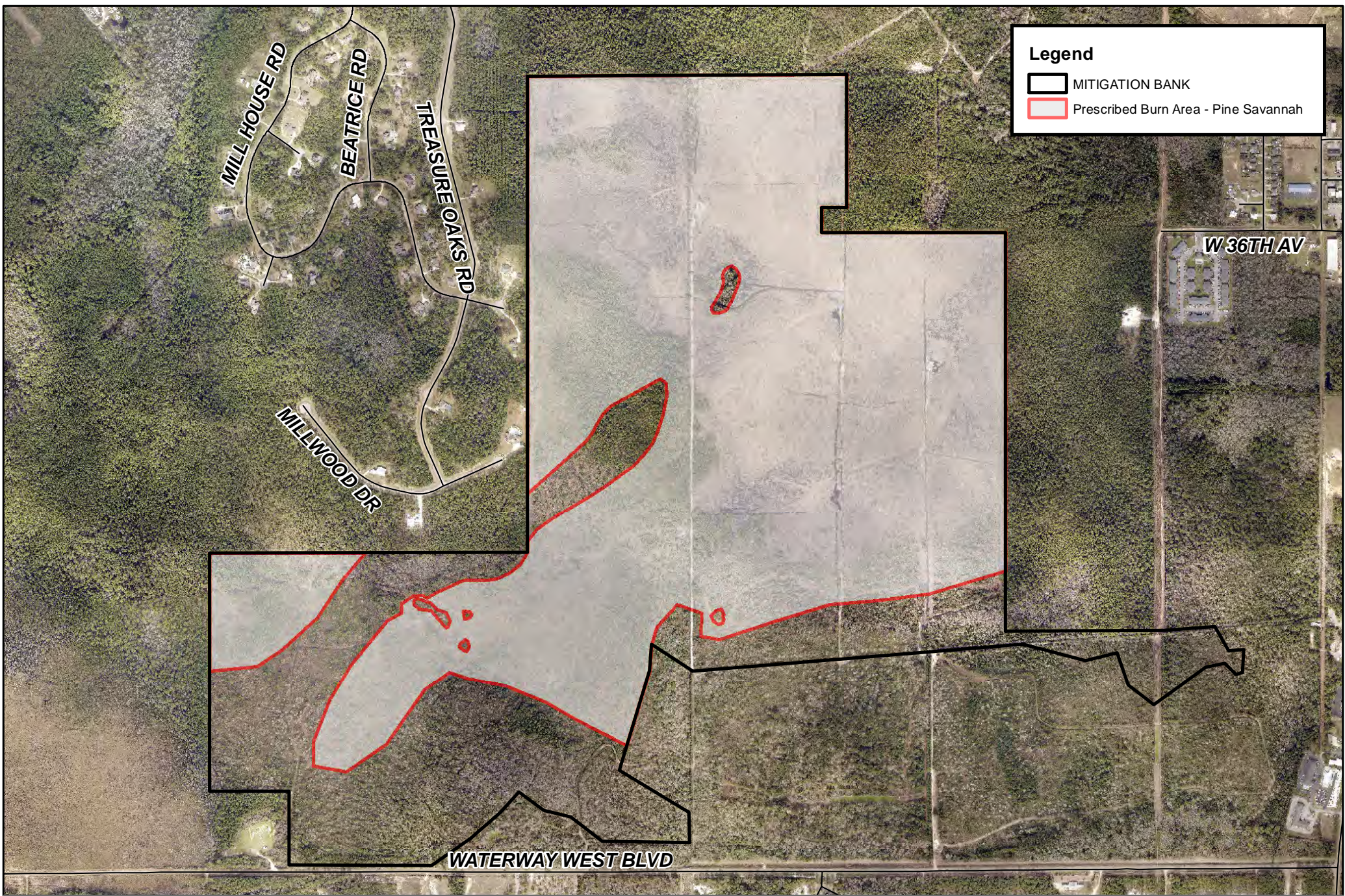
**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Once plans and contracts are complete, Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Director, for advertising project for competitive bid.


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


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





**Legend**

 MITIGATION BANK

 Prescribed Burn Area - Pine Savannah





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1231, **Version:** 1

**Item #:** BN3

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

**Submitted by:** John Sedlack, Design Tech III

---

### **ITEM TITLE**

Bridge Replacement Projects - Permission to Advertise for Bids

### **STAFF RECOMMENDATION**

Approve the Purchasing Director to place a competitive bid for the following bridge replacement projects once plans and contract documents are complete:

- 1) Project HW21092000 - Davis Road over Baker Branch
- 2) Project HW21093000 - County Road 34 S over East Tributary to Baker Branch
- 3) Project HW21094000 - County Road 34 S over West Tributary to Baker Branch
- 4) Project HW21125000 - Paul Cleverdon Road over East Tributary to Baker Branch

### **BACKGROUND INFORMATION**

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

#### **Background:**

The Highway Department is preparing construction plans to replace the bridges at the following locations due to the condition of the existing structures. Funds were approved in the FY21 Annual Budget.

- 1) Project HW21092000 - Davis Road over Baker Branch
- 2) Project HW21093000 - County Road 34 S over East Tributary to Baker Branch
- 3) Project HW21094000 - County Road 34 S over West Tributary to Baker Branch
- 4) Project HW21125000 - Paul Cleverdon Road over East Tributary to Baker Branch

### **FINANCIAL IMPACT**

#### **Total cost of recommendation:**

- 1) \$575,000.00 - Project HW21092000 - Davis Road over Baker Branch

- 2) \$575,000.00 - Project HW21093000 - County Road 34 S over E Tributary to Baker Branch
- 3) \$575,000.00 - Project HW21094000 - County Road 34 S over W Tributary to Baker Branch
- 4) \$500,000.00 - Project HW21125000 - Paul Cleverdon Road over E Tributary to Baker Branch

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

HW21092000-4CONTRCN-4CONTR SRV-4CONTRACT  
HW21093000-4CONTRCN-4CONTR SRV-4CONTRACT  
HW21094000-4CONTRCN-4CONTR SRV-4CONTRACT  
HW21125000-4CONTRCN-4CONTR SRV-4CONTRACT

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

N/A

**LEGAL IMPACT**

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

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:** Once plans and contracts are complete, Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Director, for advertising projects for competitive bid.

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

N/A

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









# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1241, **Version:** 1

**Item #:** BN4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

**Submitted by:** John Sedlack, Design Tech III

---

### **ITEM TITLE**

Bon Secour Dredge Site Prescribed Burn - Permission to Advertise for Bids

### **STAFF RECOMMENDATION**

Approve the Purchasing Director to place a competitive bid for the Bon Secour Dredge Site prescribed burn project once plans and contract documents are complete.

### **BACKGROUND INFORMATION**

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

**Background:** The Highway Department has determined a need to perform a prescribed burn at the Bon Secour dredge site to clear the overgrowth of vegetation.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** TBD

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

HW16054000-4CONTRCN-4CONTR SRV-4CONTRACT

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

N/A

### **LEGAL IMPACT**

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

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:** Once plans and contracts are complete, Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Director, for advertising project for competitive bid.

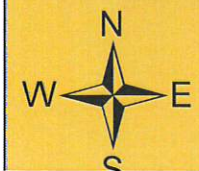
**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

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





Legend



# Bon Secour Dredge Site Prescribed Burn

0 0.055 0.11 0.165 0.22  
Miles







# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1239, **Version:** 1

**Item #:** BN5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

**Submitted by:** John Sedlack, Design Tech III

---

### **ITEM TITLE**

Foley Beach Express at Wahoo Plaza Overhead Directional Signs and Intersection Improvements -  
Permission to Advertise for Bids

### **STAFF RECOMMENDATION**

Approve the Purchasing Director to place a competitive bid for the Foley Beach Express at Wahoo Plaza overhead directional signs and intersection improvements.

### **BACKGROUND INFORMATION**

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

#### **Background:**

The Highway Department has determined a need for overhead directional signs and intersection improvements at the intersection of the Foley Beach Express and Wahoo Plaza/County Road 8. Funds were approved in the FY21 Annual Budget.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$656,000.00 - Project budgeted in FY21

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

HW21096000-4CONTRCN-4CONTR SRV-4CONTRACT

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

N/A

### **LEGAL IMPACT**

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

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:** Once plans and contracts are complete, Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Director, for advertising project for competitive bid.

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

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





## Overhead Signs and Intersection Improvements at FBE & Wahoo Plaza



0 0.065 0.13 0.195 0.26  
Miles







# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1240, **Version:** 1

**Item #:** BN6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Sarah Hart Sislak, MPO Coordinator

Ann Simpson, BRATS Director

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

---

### **ITEM TITLE**

Florida-Alabama Transportation Planning Organization (TPO) Technical Coordinating Committee - Board Appointment(s)

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Appoint Tyler Mitchell (Construction Manager, Highway Department) as a member of the Florida-Alabama TPO Technical Coordinating Committee, replacing the place seat formerly held by Seth Peterson, effective September 7, 2021, with term continuing until further action taken by the Baldwin County Commission; and
- 2) Appoint Ann Simpson (Director, Baldwin Regional Area Transit System) as a member of the Florida-Alabama TPO Technical Coordinating Committee, replacing the place seat formerly held by Taylor Rider, effective September 7, 2021, with term continuing until further action taken by the Baldwin County Commission.

### **BACKGROUND INFORMATION**

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

**Background:** The Florida-Alabama Transportation Planning Organization (TPO) is the local, intergovernmental transportation policy board for Santa Rosa and Escambia counties in Florida and part of Baldwin County, Alabama. The board is comprised of local government officials who make decisions regarding transportation at the regional level. The Florida-Alabama TPO is required by federal and state legislation to establish a continuing, cooperative, and comprehensive planning process. The TPO also works to increase safety, security, accessibility, mobility, and connectivity for people and goods.

Presently, Commissioner Gruber serves as a voting member of the Florida-Alabama TPO. In addition

to the TPO board, the Florida-Alabama TPO has a Technical Coordinating Committee (TCC), and a Citizens' Advisory Committee (CAC).

The TCC is made up of local government staff and other stakeholders. Their knowledge of local projects and issues allow the members of the TCC to provide technical advice to the TPO board. At this time staff is requesting the Commission to appoint Tyler Mitchell, Highway Department Construction Manager, and Ann Simpson, BRATS Director, as members of the Technical Coordinating Committee.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff update FL-AL TPO Board list; Sarah Hart Sislak notify FL-AL TPO Staff of updated appointments.

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

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



# FLORIDA–ALABAMA TRANSPORTATION PLANNING ORGANIZATION (TPO)

Ms. Tiffany Bates, TPO Coordinator  
c/o West Florida Regional Planning Council  
Post Office Box 11399  
Pensacola, Florida 32524-1399

## General Board Information:

The One (1) Baldwin County Commissioner whose residency county commission district comprises the Lillian community serves on the board.

The TPO consists of membership from Escambia County (FL), City of Pensacola (FL), Santa Rosa County (FL), City of Gulf Breeze (FL), City of Milton (FL) and Baldwin County (AL)

Statutory Authority – 1974 Federal Highway Act & 1992 Federal Aid Highway Act

MEMBER	NAME	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Regular Member	Commissioner Charles F. Gruber 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/14/2018	Term of Office	11/08/2022
Alternate Member	Commissioner James E. Ball 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/14/2018 as alternate member for Commissioner Charles F. Gruber	Term of Office	11/08/2022
Alternate Member	Commissioner Joe Davis, III 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/14/2018 as alternate member for Commissioner Charles F. Gruber	Term of Office	11/08/2022
Alternate Member	Commissioner Billie Jo Underwood 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/14/2018 as alternate member for Commissioner Charles F. Gruber	Term of Office	11/08/2022
Technical Coordinating Committee Member	Seth Peterson Permit/Subdivision Manager Baldwin County Highway Department	Appointed 02/16/2016 to replace the place seat of Joey Nunnally	Term continuing until further action taken by BCC	N/A
Technical Coordinating Committee Member	Taylor Rider BRATS Director Baldwin County Highway Department	Appointed 02/16/2016 to replace the place seat of Vince Beebe	Term continuing until further action taken by BCC	N/A

\*On 08/20/2013, BCC adopted Resolution #2013-106, in support of the FL-AL TPO Membership Reapportionment Plan. Plan will be submitted to Governor of Florida and State of Alabama for final approval after 09/30/2013. Board list header will have to be revised after final plan approval as changes in membership will take effect. - akg

**REVISED: 11/14/2018 akg**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1213, **Version:** 1

**Item #:** BQ1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Animal Shelter - Salary Change for Acting and Interim Animal Shelter Manager

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the appointment of George Majors as the Acting and Interim Animal Shelter Manager, to be effective September 7, 2021, and approve the salary for George Majors in the amount of \$21.38 per hour / \$44,470.40 annually, to be effective on date of approval; and
- 2) Upon the hiring of a permanent Animal Shelter Manager, recognize George Majors shall return to his former position of Office Manager at the same exact compensation for said position that existed prior to acting designation.

### **BACKGROUND INFORMATION**

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

**Background:** The Animal Shelter Manager position was vacated in May 2021 due to the resignation of the previous employee. The County Administrator respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** TBD - Increase within budgeted amount of Animal Shelter Manager

**Budget line item(s) to be used:** 10955410.51130

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement 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

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**File #:** 21-1251, **Version:** 1

**Item #:** BQ2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Commission Administration (Central Annex I) - Employment of One (1) Custodian Position

### **STAFF RECOMMENDATION**

Approve the employment of Shelshi Flowers to fill the open Custodian position (PID #5404) at a grade 303 (\$12.620 per hour / \$26,249.60 annually) to be effective no sooner than September 13, 2021.

### **BACKGROUND INFORMATION**

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

**Background:** The Custodian position was vacated in July 2021. The County Administrator respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$26,249.60 - budgeted

**Budget line item(s) to be used:** 10051992.51130

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1249, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Sarah Sislak, MPO Coordinator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (MPO) - Employment of One (1) Administrative Support Specialist III Position

### **STAFF RECOMMENDATION**

Approve the employment of Jessica Mayo to fill the open Administrative Support Specialist III position (PID #5350) at a grade 309 (\$17.50 per hour / \$36,400.00 annually), with said salary due to experience and education, to be effective no sooner than September 13, 2021.

### **BACKGROUND INFORMATION**

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

**Background:** The Administrative Support Specialist III, former MPO Technician I position, was vacated in April 2021. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$36,400.00 - budgeted

**Budget line item(s) to be used:** 14651932.51130

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

### **LEGAL IMPACT**

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



N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1214, **Version:** 1

**Item #:** BQ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Maintenance Engineering) - Employment of One (1) Engineering Technician I Position

### **STAFF RECOMMENDATION**

Approve the employment of Chandler Tolbert to fill the open Engineering Technician I position (PID #5432) at a grade 310 (\$17.920 per hour / \$37,273.60 annually) to be effective no sooner than September 13, 2021.

### **BACKGROUND INFORMATION**

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

**Background:** The Engineering Technician I position was vacated in June 2021. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$37,273.60 - budgeted

**Budget line item(s) to be used:** 11153130.51130

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1225, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Bay Minette) - Promotion of Employee

### **STAFF RECOMMENDATION**

Approve the promotion of Dillon Smith from the Operator Technician I position (PID #5561), grade 307 (\$16.561 per hour / \$34,446.88 annually) to fill the open Operator Technician II position (PID #356) at a grade 308 (\$17.886 per hour / \$37,202.63 annually) to be effective no sooner than September 13, 2021.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician II position was vacated in August 2021. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$37,202.63 - budgeted

**Budget line item(s) to be used:** 11153111.51130

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1252, **Version:** 1

**Item #:** BQ6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Juvenile Detention Center - Employment of Two (2) Detention Technician Positions

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Jason Bryars to fill the open Detention Technician (PID #5162) at a grade 306 (\$14.600 per hour / \$30,368.00 annually); and
- 2) Approve the employment of Zirre McDole-Leonard to fill the open Detention Technician (PID #5316) at a grade 306 (\$14.600 per hour / \$30,368.00 annually).

These actions be effective no sooner than September 13, 2021.

### **BACKGROUND INFORMATION**

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

**Background:** The Detention Technician positions were vacated in August 2021. The JDC Director respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$60,736.00 - budgeted

**Budget line item(s) to be used:** 10652610.51130

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



**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

N/A

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1217, **Version:** 1

**Item #:** BQ7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Silverhill) - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the promotion of Treavor Thicklen from the Operator Technician Trainee position (PID #5489), grade 304 (\$13.581 per hour / \$28,248.48 annually) to fill the open Operator Technician I position (PID #3079) at a grade 307 (\$15.330 per hour / \$31,886.40 annually); and
- 2) Approve the employment of Bryan Farnham to fill the open Operator Technician I position (PID #1057) at a grade 307 (\$15.330 per hour / \$31,886.40 annually).

These actions will be effective no sooner than September 13, 2021.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician I positions were vacated in August/September 2021. The County Engineer respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$63,772.80 - budgeted

**Budget line item(s) to be used:** 11153112.51130

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

N/A

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1218, **Version:** 1

**Item #:** BQ8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director  
Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Solid Waste Department - Personnel and Position Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Donald Wilson to fill the open Solid Waste Technician position (PID #5229) grade 304 (\$13.25 per hour / \$27,560.00 annually), at the Magnolia Landfill (51054300) to be effective no sooner than September 13, 2021; and
- 2) Create an Accounts Receivable Manager (Landfill) position (PID #TBD), grade 312, at the Magnolia Landfill (51054300); and
- 3) Reclassify/Retitle the Staff Accountant position (PID #5580) grade S313, to an Operations Support Manager position, grade 312, in Solid Waste Administration (51054100); and
- 4) Create a Billing Specialist and Customer Relations Manager position (PID #TBD), grade 312, in Solid Waste Collections (51154800); and
- 5) Abolish the Customer Service Manager position (PID #5193), grade S314, in Solid Waste Collections Administration (51154801); and
- 6) Approve the position descriptions for the Billing Specialist and Customer Relations Manager, Accounts Receivable Manager (Landfill), and Operations Support Manager; and
- 7) Approve the updated organizational chart for the Solid Waste Department.

### **BACKGROUND INFORMATION**

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

**Background:** The Development and Environmental Director respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Approximately \$33,987.20 not currently budgeted

**Budget line item(s) to be used:** 51054300.51130, 51054100.51130, 51154800.51130, 51154801.51130

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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

## **POSITION DESCRIPTION**

Title: Operations Support Manager

Department: Solid Waste

Job Analysis: September 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports To: Development & Environmental Director

Subordinate Staff: Operations Support Specialist II, Operations Support Specialist II, Chief Administrative Assistant

Internal Contacts: Solid Waste staff, Elected Officials and Commission staff, Budget & Purchasing Department, Accounting, Personnel, Building Maintenance, Legal Department & CIS

External Contacts: General Public, Customers, State Agencies, Local Municipalities, Utility Companies, Health Department, Vendors, Other Agencies

Status: Classified/Non-Exempt (312)

### **Job Summary**

The Operations Support Manager is responsible for supervising Operations Support Specialist II, Operations Support Specialist III, and Chief Administrative Assistant positions and overseeing the duties assigned to each position. The Operations Support Specialist positions exist to provide support to various areas of the department including but not limited to: customer service, scale operations, billing, compliance, dispatch, and purchasing functions. The Operations Support Manager will be responsible for coordinating with Junior Staff Accountants and members of management to best schedule and prioritize the focus and efforts of the Operations Support Specialists. This position will also act as Solid Waste Administration's point of contact for general departmental assistance. Responsible for tracking and documentation of personnel data and general departmental orientation for new hires. Assists Development and Environmental director with departmental communication and public departmental representation. Responsible for composing complex agendas and supporting future capital projects with thorough documentation. Works closely with Personnel to comply with all necessary accident and/or injury documentation requirements and follow up. Performs duties that are sensitive and confidential in nature. Serves as certified defensive driver trainer for staff. The Operations Support Manager will play an integral role in the time tracking and



documentation of personnel activities in the event of a FEMA disaster. This position will also serve as a backup to the Junior Staff Accountant – Collections position as necessary.

### **Job Domains**

#### **A. Filing and Records Management**

1. Maintain filing system for all landfill compliance and monitoring activities and documentation of such.
2. Create and maintain internal departmental policies and procedures to document processes for all areas of Solid Waste.

#### **B. Operations Responsibilities**

1. Create agenda action items as required or needed.
2. Review and analyze reports and procedures to develop strategies for maximizing efficiencies within the department.
3. Coordinate safety trainings for each departmental area and documents such.

#### **C. Personnel/Management**

1. Reviews leave requests and approves employee time in Executime.
2. Direct subordinates in accordance with all applicable state and local laws and ordinances.
3. Supervises the Operations Support team and Chief Administrative Assistant for the solid waste department.

### **Knowledge, Skills, and Abilities**

1. Skills to communicate effectively with office staff, general public and elected officials.
2. Skills to prepare reports, complete forms and compose letters.
3. Skills to understand written instructions, manuals and correspondence.
4. Ability to assign tasks and supervise/evaluate employee.
5. Ability to operate office machines such as calculator, computer, copy machine, fax machine and typewriter.
6. Knowledge of EnCore computer software.
7. Knowledge of MUNIS Edwards accounting program.
8. Knowledge of the AS400 System.
9. Knowledge of Word, Excel, Access, Power Point and Organizer.
10. Knowledge of County Commission procedures and policies.

### **Other Characteristics**

1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.

### **Minimum Requirements**

1. Valid driver's license and be insurable by the County's insurance standards.
2. Bachelor's degree or equivalent.
3. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.
4. Experience in service-oriented field with heavy customer service preferred.
5. Supervisory experience preferred.

## **POSITION DESCRIPTION**

Title: Accounts Receivable Manager (Landfill)

Department: Solid Waste

Job Analysis: September 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports To: Accounting Manager

Subordinate Staff: Scale Attendant I, Scale Attendant II

Internal Contacts: Solid Waste Staff, Elected Officials and employees of the Commission Office, Budget & Purchasing Department, Accounting, and CIS Department

External Contacts: Commercial and Residential Customers, Municipalities, Health Department, ADEM, Banking Institutions

Status: Classified/Non-Exempt (312)

### **Job Summary**

The Accounts Receivable Manager - Landfill is responsible for managing the day-to-day operations performed by the Scale Attendant I's and Scale Attendant II's including but not limited to: review of all scale ticket entry and necessary daily documentation of debris profiles and necessary compliance activities. Also, responsible for reviewing leave requests and scheduling staff at all landfill locations and will coordinate as necessary with Operations Support Manager for assistance when understaffed. This position plays a pivotal frontline role in deescalating customer complaints or issues. Responsible for ensuring all payments, postings, balance adjustments and refunds are processed in a timely manner and documented in an auditable state. The Accounts Receivable Manager - Landfill will make decisions regarding set up of new accounts and accounting adjustments and ensure corresponding documentation is maintained. Also responsible for monitoring Accounts Receivable and delinquency/collections processing. Responsible for checking the accuracy of Executime payroll for Scale Attendants prior to sign off. Also, responsible for handling a variety of correspondence incoming and outgoing between county, local municipalities, and other agencies. Assists Accounting Manager with various data requests and special reports through extensive use of Excel (via raw data retrieved by sql) and/or crystal reports. This position will play an integral role in the data submission for reimbursement requests for FEMA disasters. Assist Accounting Manager with

system changes/upgrades and possible future integration to MUNIS accounting software. Also, will act as backup to Scale Attendants and Senior Billing Account Specialists as necessary.

### **Job Domains**

#### **A. Accounting and Financial**

1. Prepare various reports and queries upon request (Excel, sql).
2. Prepare analysis of accounts as requested.
3. Insure receipt and deposit of incoming office funds in proper accounts
4. Assist with preparation of year-end schedules and accounting reports and corresponding journal entries.
5. Assist senior level staff with financial tasks and system related issues as needed.
6. Accounts Receivable – monitoring, delinquency and collections.
7. Backup Senior Billing Account Specialists (including monthly billing functions).
8. Special Projects and Proformas.
9. Other duties as assigned.

#### **B. Filing and Records Management**

1. Maintain Solid Waste customer records.
2. Assists in maintaining operational files.
3. Maintain documentation of all exemptions and prepare corresponding agendas.

#### **C. Operations Responsibilities**

1. Manage all customer accounts and disputes.
2. Coordinate with Landfill Management to ensure Certified operator is always scheduled at each location.
3. Maintain Weighmaster certifications (Dept. of Agriculture & Industry - AL).
4. Maintain Scale Device registrations (Dept. of Agriculture & Industry - AL).

#### **D. Reports**

1. Prepare recap of Monthly Operating Expenses and Revenues.
2. Create agenda action items as required or needed.
3. Prepare quarterly Volume, Disposal, and Scrap Tire reports as mandated by ADEM.

#### **E. Personnel**

1. Verify time on Executime each pay period and work with managers to ensure accuracy.
2. Supervise Scale Attendant I and Scale Attendant II positions.

### **Knowledge, Skills, and Abilities**

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff, general public, and elected officials.

2. Skills to perform accounting and bookkeeping operations, conduct audits and monitors budgets.
3. Skills to prepare reports, complete forms and compose letters.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise/evaluate employees.
6. Ability to operate office machines such as calculator, computer, copy machine, fax machine and typewriter.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
8. Knowledge of EnCore computer software for commercial and residential accounts.
9. Knowledge of E1 accounting program.
10. Knowledge of the AS400 system.
11. Knowledge of Word, Excel (advanced), Access, Power Point and Organizer.
12. Knowledge of Executime Time Keeping Program.

### **Other Characteristics**

1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.

### **Minimum Requirements**

1. Bachelor's degree in Accounting or related field or equivalent experience.
2. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.
3. Proficiency in use of Microsoft Excel.
4. Supervisory experience preferred.

## **POSITION DESCRIPTION**

Title: Billing Specialist and Customer Relations Manager

Department: Solid Waste

Job Analysis: September 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports To: Accounting Manager

Subordinate Staff: Billing Account Specialist I, Senior Billing Account Specialist

Internal Contacts: Solid Waste Staff, Elected Officials and employees of the Commission Office, Budget & Purchasing Department, Accounting, CIS Department, and Revenue Commissioner's Office

External Contacts: Residential and Commercial Customers, Municipalities, Health Department, Postal Service, 911 Addressing

Status: Classified/Non-Exempt (312)

### **Job Summary**

The Billing Specialist and Customer Relations Manager is responsible for managing the day-to-day operations performed by the Billing Account Specialist I's including but not limited to: set up of new customer accounts, maintaining existing customer account records, account terminations, payment receipts, service orders, and service exemptions and/or exceptions as well as providing daily technical support to end-users. This position plays a pivotal frontline role in deescalating customer complaints/issues. This position will also be responsible for the monthly show cause system process and provide output to delinquency/collections personnel for applicable processing. Handles all mail merge Word projects as necessary for residential customer notifications or special communications (including annual exemption processes and subsequent review of all submissions). Responsible for scheduling leave time of BS I employees to ensure Solid Waste drive-up window is covered and coordinate as necessary with Operations Support Manager for assistance when understaffed. Responsible for checking the accuracy of Executime payroll for BAS I's prior to sign off. Also, responsible for handling a variety of correspondence incoming and outgoing between county, local municipalities, and other agencies. Assists Accounting Manager with various data requests and special reports through extensive use of Excel (via raw data retrieved by sql) and/or crystal reports. This position will oversee the WebPortal and play an integral role in testing of system changes and/or upgrades and possible



future integration to MUNIS accounting software. Responsible for frontline citizen communications in the event of a FEMA disaster or other storm events and coordination of such with Operations Support Manager and other key internal/external personnel. Acts as interface with Call Center to monitor OpenScope system and track statistics for management. Will act as backup to Senior Billing Account Specialists and Deputy Solid Waste officers as necessary.

### **Job Domains**

#### **A. Accounting and Financial**

1. Prepare various reports and queries upon request (Excel, sql).
2. Prepare analysis of accounts as requested.
3. Insure receipt and deposit of incoming office funds in proper accounts
4. Assist with preparation of year-end schedules and accounting reports and corresponding journal entries.
5. Assist senior level staff with financial tasks and system related issues as needed.
6. Backup Senior Billing Account Specialists (including monthly billing functions).
7. Special Projects and Proformas.
8. Other duties as assigned.

#### **B. Filing and Records Management**

1. Maintain Solid Waste customer records.
2. Assists in maintaining operational files.
3. Maintain documentation of all exemptions and prepare corresponding agendas.

#### **C. Operations Responsibilities**

1. Manage all customer accounts and disputes.
2. Coordinate with Dispatch as needed for customer service order updates.
3. Responsible for citizen notifications and communications in coordination with Operations Support Manager (i.e. Holiday schedules, pre-post disaster notices).

#### **D. Reports**

1. Prepare recap of Monthly Operating Expenses and Revenues.
2. Create agenda action items as required or needed.

#### **E. Personnel**

1. Verify time on Executime each pay period and work with managers to ensure accuracy.
2. Supervise Billing Account Specialist I positions.

### **Knowledge, Skills, and Abilities**

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff, general public, and elected officials.

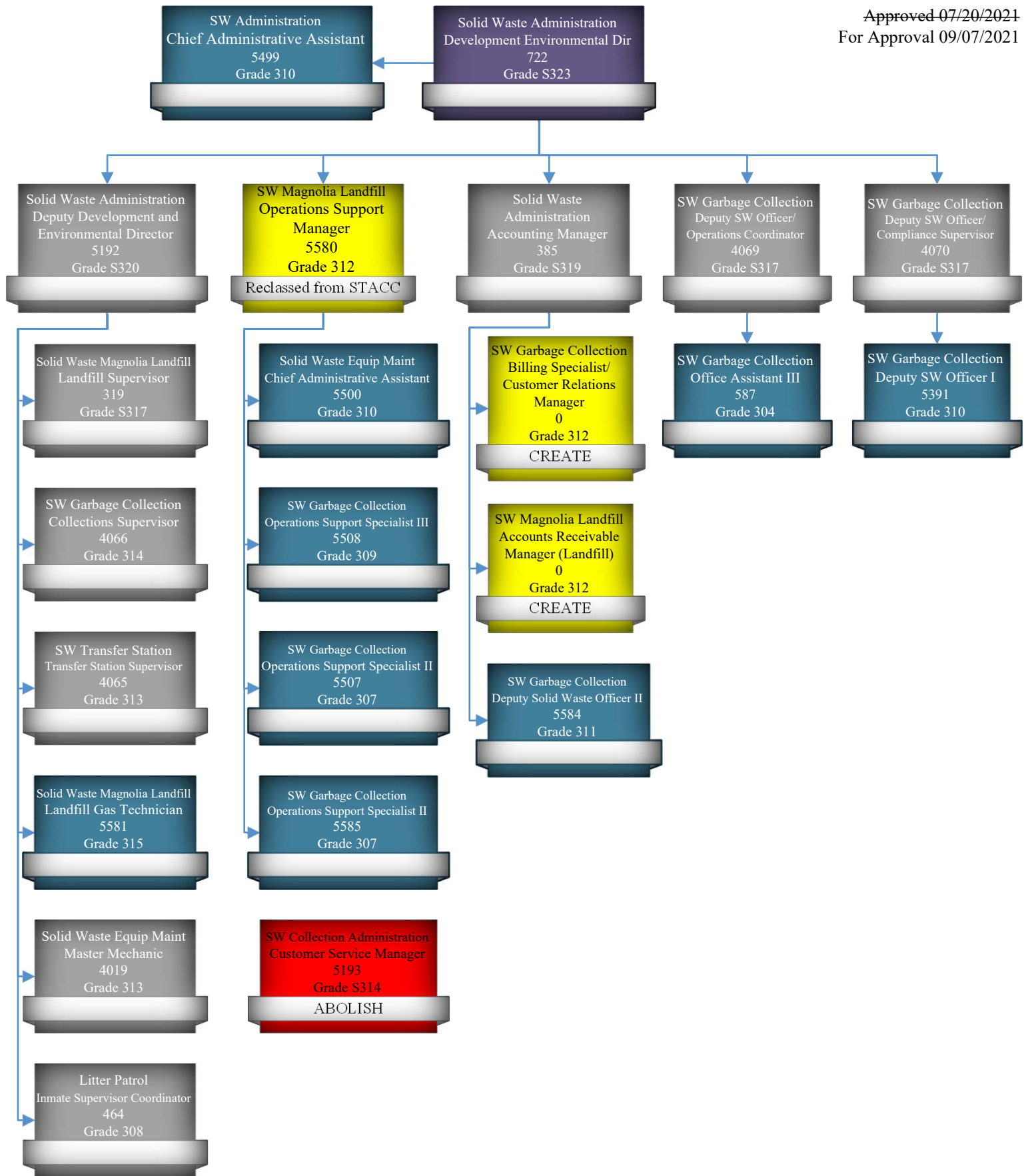
2. Skills to perform accounting and bookkeeping operations, conduct audits and monitors budgets.
3. Skills to prepare reports, complete forms and compose letters.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise/evaluate employees.
6. Ability to operate office machines such as calculator, computer, copy machine, fax machine and typewriter.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
8. Knowledge of EnCore computer software for commercial and residential accounts.
9. Knowledge of E1 accounting program.
10. Knowledge of the AS400 system.
11. Knowledge of Word, Excel (advanced), Access, Power Point and Organizer.
12. Knowledge of Executime Time Keeping Program.

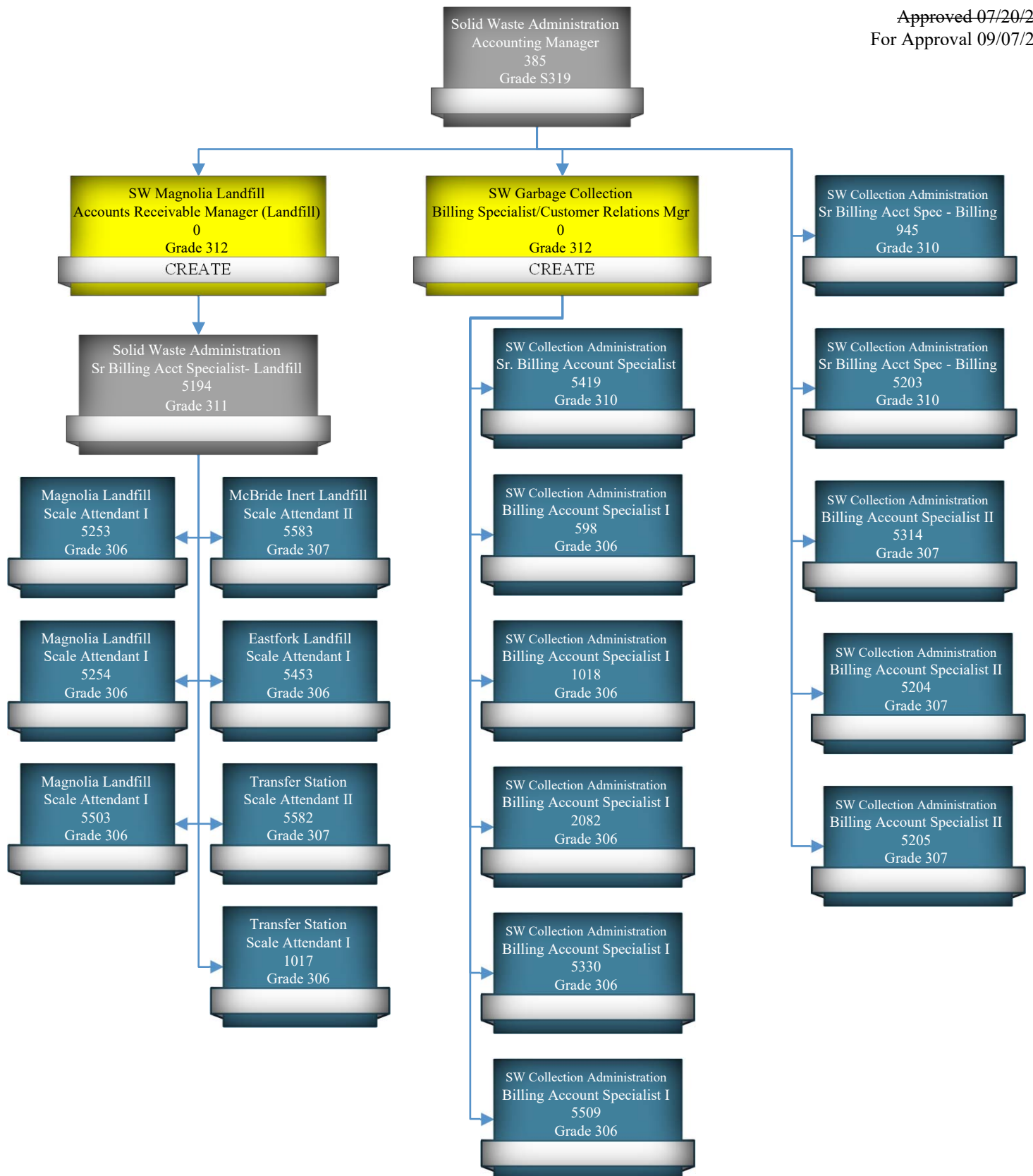
### **Other Characteristics**

1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.

### **Minimum Requirements**

1. Bachelor's degree in Accounting or related field or equivalent experience.
2. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.
3. Proficiency in use of Microsoft Excel.
4. Supervisory experience preferred.







# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1215, **Version:** 1

**Item #:** BQ9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Matthew Brown, Planning and Zoning Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Planning and Zoning Department - Promotion of Employee

### **STAFF RECOMMENDATION**

Approve the promotion of Fabia Waters from the Permit Technician position (PID #1091) grade 306 (\$15.500 per hour / \$32,240.00 annually) in the Building Inspection Department (52710) to fill the open Planning Technician position (PID #5612) at a grade 309 (\$16.910 per hour / \$35,172.80 annually) to be effective no sooner than September 13, 2021.

### **BACKGROUND INFORMATION**

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

**Background:** The Planning Technician position was vacated in August 2021. The Planning and Zoning Director respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$35,172.80 - budgeted

**Budget line item(s) to be used:** 10052730.51130

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1216, **Version:** 1

**Item #:** BQ10

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Revenue Commission (Assessment) - Reclassification of Position

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the re-title and reclassification of the vacant Assessment Specialist I position (PID #5513) grade 309, to an Assessment Support Technician I position at a grade 305; and
- 2) Approve the updated organizational chart for the Revenue Commission, Assessment Division.

### **BACKGROUND INFORMATION**

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

**Background:** The Assessment Specialist I position was vacated in July 2021, due to the retirement of the previous employee. The Revenue Commissioner respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Approximately \$6,240.00 savings

**Budget line item(s) to be used:** 10051600.51130

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

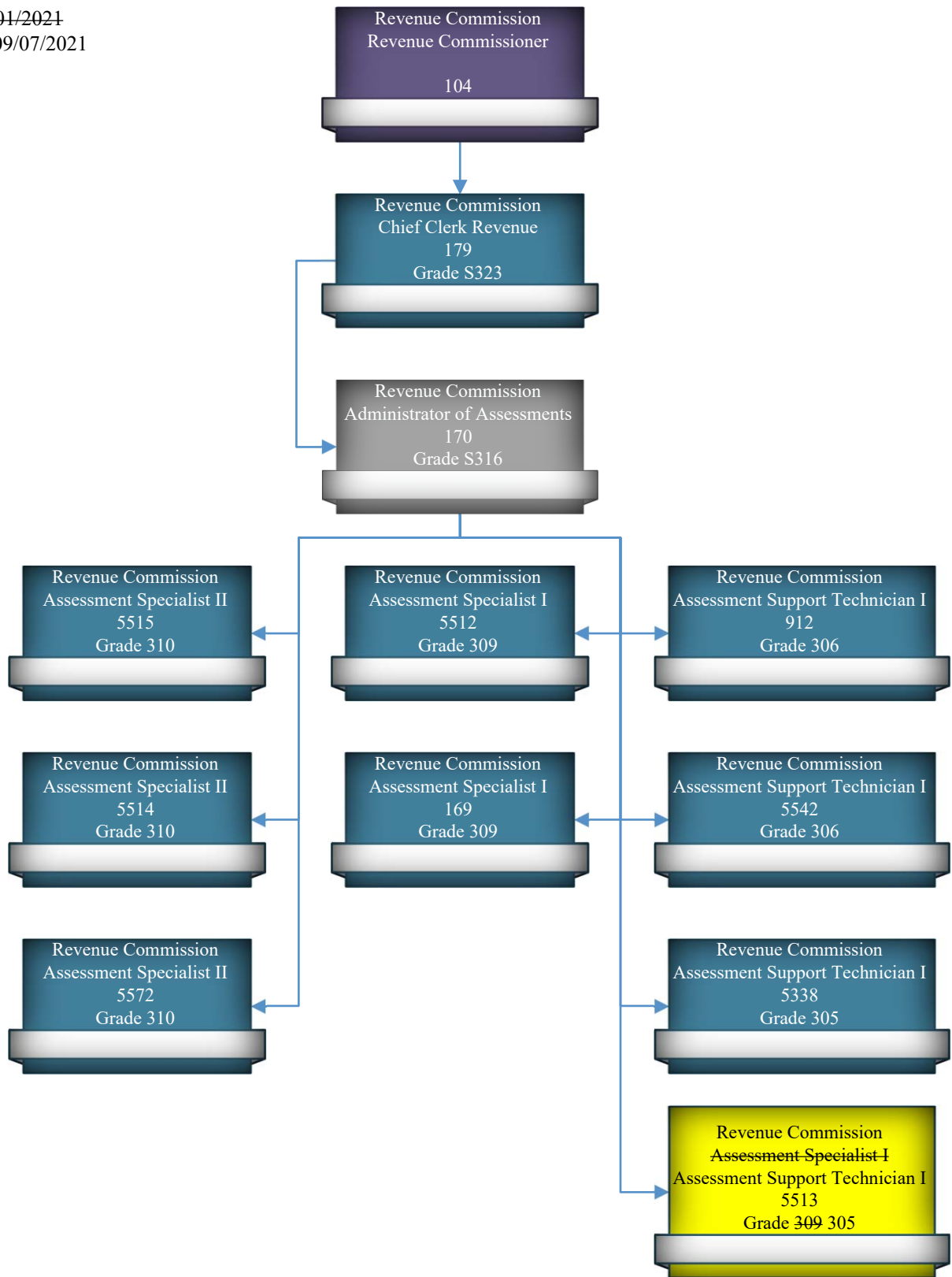
**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1250, **Version:** 1

**Item #:** BQ11

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Highway Department (Geospatial) - Updated Position Description for GIS Coordinator

### **STAFF RECOMMENDATION**

Approve the updated position description for GIS Coordinator position.

### **BACKGROUND INFORMATION**

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

**Background:** The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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

## POSITION DESCRIPTION

Title: GIS Coordinator

Department: Highway Department — Geospatial Operations

Job Analysis: May 2018, September 2018, September 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports To: Geospatial Operations Manager, County Engineer

Subordinate Staff: None

Internal Contacts: BCHD Section Heads, Staff and other County Employees

External Contacts: General Public, Alabama Department of Transportation; Municipalities, etc...

Status: Classified/Exempt (S313)

### Job Summary

Assist ~~Engineering~~ staff with various GIS duties including but not limited to making maps, ~~and creating new shapefiles~~ maintaining, creating, and editing numerous ESRI SDE and layers datasets which contributes to the operation of the Highway Department. Update/Maintain ~~CIMS road table~~ spatial and tabular data associated with road centerlines, projects, and right of way features on a daily basis. Manage linked ~~CIMS~~ MUNIS (asset management) and GIS data. Train Highway staff members and answer GIS questions as needed. Assist and perform QA/QC on data collected by BCHD employees as BCHD infrastructure is collected. Perform geospatial field data collection related to GIS or surveying projects as needed.

### Job Domains

1. Utilize ArcMap, ~~CIMS, Crystal Reports~~ and other software to maintain and analyze the department's GIS data.
2. Assist all Sections in preparing GIS maps and ~~creating shapefiles and~~ layers for use in the field as well as for presentations to the Baldwin County Commission and the general public.
3. Must be highly motivated and organized.
4. Be a backup for overweight permits for the state.
5. Professional contact with outside engineering consulting firms and the general public.
6. Review all MSAG notifications from 911.
7. Assist the Operations Manager in reviewing all annexations to see the impact on county maintained roads.



### **Physical and Other Characteristics**

1. Willing to travel to training sessions, meetings and seminars on public works.
2. Understand and respond accordingly to verbal communications or oral instructions, carry on a conversation with the public and other staff; hearing aids are acceptable.
3. See well enough to read fine print and numbers accurately on a computer monitor or on a printed document without transposition and operate a motor vehicle.
4. Strength and sufficient body movement to conduct fieldwork, lift objects, use hand tools, and operate a motor vehicle.
5. Ability to work outdoors in hot or cold weather while navigating uneven terrain.
6. Ability to lift up to 100 lbs (such as manhole covers, etc.)
7. Ability to bend, stoop, crawl, climb hills or ditches, and stand for long periods of time.

### **Knowledge, Skills, and Abilities**

1. Must be proficient in ArcMap.
2. Verbal skills to communicate effectively with office staff and general public.
3. Reading skills to read and understand written instructions, manuals and correspondence.
4. Listening skills to understand verbal communications with co-workers and public.
5. Ability to operate office machines such as calculator, computer terminal, plotter, and copy machine.

### **Minimum Qualifications**

1. Minimum of Bachelors degree and two (2) years' experience in ArcMap or a minimum of five (5) years' experience in ArcMap in lieu of Bachelor's degree.
2. Willing to work overtime and non-standard hours to meet deadlines as required.
3. ~~CIMS~~, MUNIS, Microsoft Office applications, and Power Point experience a plus.
4. Have a valid driver's license.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1254, **Version:** 1

**Item #:** BQ12

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Personnel Department - Baldwin County Commission Policy #11.1 - Temporary Labor Policy

### **STAFF RECOMMENDATION**

Amend Baldwin County Commission Policy #11.1 - Temporary Labor Policy and incorporate said policy in the Baldwin County Commission Policies and Procedures Book.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** May 19, 2015

**Background:** Staff has reviewed Policy #11.1 - Temporary Labor Policy, and as a result, updated verbiage to update and better define the use for temporary labor. Temporary Labor may be utilized when current staffing levels are not sufficient to complete a particular project within a required time frame, during an extended leave period of a County employee(s) or during a declared emergency that causes a need for shelter workers, bus drivers, or disaster workers. The time frame for temporary workers has been modified from three (3) months to twelve (12) months, unless the temporary worker is assigned to a specific project with a pre-determined termination date.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

Administration: Upload the revised policy to the Baldwin County Policies and Procedures Library on SharePoint and notify all employees of such action.

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



## BALDWIN COUNTY COMMISSION

POLICY #11.1	
<b>Subject</b>	Temporary Labor Policy
<b>Date Adopted</b>	<del>May 19, 2015</del> For Approval September 7, 2021
<b>Agenda Item</b>	TBD
<b>Obsolete Versions</b>	November 3, 2009      Page 14 of Meeting Minutes June 7, 2011          Pages 28-29 of Meeting Minutes June 21, 2011        Page 17 of Meeting Minutes <del>May 19, 2015</del> <del>Page 13 of Meeting Minutes</del>

### **POLICY STATEMENT**

This policy governs the use of temporary labor through closely monitoring its usage and the financial impact on the County's budget.

### **PROCEDURAL REQUIREMENT**

Temporary labor may be utilized when current staffing levels are not sufficient to complete a particular project within a required time frame, during an extended leave period of a county employee(s), ~~during a state of emergency~~ or a declared emergency that causes a need for shelter workers, bus drivers, or disaster workers.

Temporary workers are non-county employees who have no entitlement to benefits and who earn an hourly rate for time worked and earn time and one-half (1½) for all hours physically worked over forty (40) hours within a workweek. Temporary workers are supplied and employed by an independent, temporary labor provider.

A temporary worker shall not be used continuously for more than ~~three (3)~~ ~~twelve (12)~~ months and shall not be re-employed without a one (1) month break in service, unless the worker is assigned to a specific project with a pre-determined termination date. ~~not to exceed twelve (12) months~~. For purposes of temporary workers employed as of the date of adoption of this policy, the time limitations set out in this paragraph shall be measured from the date of ~~the temporary worker's start date. adoption of the policy.~~

The following procedures must be followed in order to obtain temporary staffing.

- 1) Elected Officials or Appointed Department Heads must complete and submit a request form (*attached*) to the Personnel Department.

- 2) The Personnel Department will help determine the rate of hourly compensation based on the current employee pay scale and forward the request to the temporary staffing agency.
- 3) After initial processing is completed (drug test, background check, etc.) ~~and after the Personnel Department determines the rate of hourly compensation,~~ the department requesting a temporary worker will be notified and an effective date of employment will be determined.
- 4) Review and approval of the Commission will be required when an Appointed Department Head/Elected Official is requesting to spend more than budgeted.

#### **FORMS/ATTACHMENTS/EXHIBITS**

- 1) Baldwin County Commission Temporary Labor Requisition Form
- 2) ~~Pay Scale for Temporary Labor~~ Fee Schedule for Shelter Management Workers

# Baldwin County Commission Temporary Labor Service Order Form

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## To Be Completed by Requesting Department

Please circle one of the following: New Hire   Return Hire   Resigned   No Longer Needed

Department \_\_\_\_\_ Department Location \_\_\_\_\_

Hiring Supervisor \_\_\_\_\_ Funding Source \_\_\_\_\_

Supervisor's Contact Info: \_\_\_\_\_

Position Job Title \_\_\_\_\_ Number of Employees Needed \_\_\_\_\_ Estimated number of hours weekly \_\_\_\_\_

Requested Start Date \_\_\_\_\_ Approximate End Date \_\_\_\_\_

Signature of Requesting Supervisor \_\_\_\_\_ Date Requested \_\_\_\_\_

Signature of Elected Official/Department Head \_\_\_\_\_ Date Approved \_\_\_\_\_

Why is position being requested? \_\_\_\_\_

Describe the position duties \_\_\_\_\_

## To Be Completed by Personnel

Date Temporary Agency contacted \_\_\_\_\_ Rate of Pay \_\_\_\_\_

Approved by Personnel: \_\_\_\_\_ Date \_\_\_\_\_

### Pre-Employment Screening Requested:

- ☐ Drug & Alcohol Background Check from Previous Employer
- ☐ Driving Record Check
- ☐ Background Check
- ☐ Pre-employment Drug Screen

The Temporary Labor applicant has completed all Pre-employment Screening and is approved to begin work on \_\_\_\_\_.

Applicant Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

**FEE SCHEDULE**



<b>Item #</b>	<b>Job Title</b>	<b>Minimum Hourly Rate</b>
<b>1</b>	<b>Custodian</b>	<b>\$10.50</b>
<b>2</b>	<b>Laborer</b>	<b>\$10.50</b>
<b>3</b>	<b>Office Assistant/File Clerk</b>	<b>\$10.50</b>
<b>4</b>	<b>Shelter Manager</b>	<b>\$25.00</b>
<b>5</b>	<b>Assistant Shelter Manager</b>	<b>\$20.00</b>
<b>6</b>	<b>Shelter Support Staff</b>	<b>\$15.00</b>
<b>7</b>	<b>Cafeteria Manager</b>	<b>\$20.00</b>
<b>8</b>	<b>Cafeteria Support Staff</b>	<b>\$15.00</b>
<b>9</b>	<b>Custodian Manager</b>	<b>\$20.00</b>
<b>10</b>	<b>Custodian Support Staff</b>	<b>\$20.00</b>
<b>11</b>	<b>Interpreter</b>	<b>\$20.00</b>
<b>12</b>	<b>Bus Driver</b>	<b>\$15.00</b>



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1255, **Version:** 1

**Item #:** BQ13

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Personnel Department - Employee Handbook Changes

### **STAFF RECOMMENDATION**

As authorized pursuant to Section 45-2-120, et.seq., Code of Alabama 1975, and without limitation, and related to the Baldwin County Commission Employee Handbook, approve revisions, effective September 7, 2021, to policies I.A. Classification of Employees, I.D. Probationary Employees, I.E. Part-Time Employment, II.A. Equal Employment/Workplace Discrimination and Harassment Policy, II.B. Equal Employment Opportunity/Employment Grievance Procedures, II.I. Dress Code, II.K. Work Hours and Time Records, III.F. Appeal Procedures for Adverse Action, VIII.D. Workers Compensation, VII.E. Workers Compensation Payments, and VIII. Forms to include Personnel Appraisal Form, Grievance Appeal Form, and Leave Request Form, as set forth in the Employee Handbook as expressly amended by these provisions.

All other terms, provisions and policies contained in the Employee Handbook shall remain in full force and effect. In the event of a conflict between the amended provisions and the remaining provisions contained in the Employee Handbook, the amended provisions shall govern, and the contrary or conflicting provision in the Employee handbook shall be deemed repealed.

### **BACKGROUND INFORMATION**

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

**Background:** The Baldwin County Employee Handbook was adopted on April 2, 2013, and amended on June 15, 2021. The Personnel Director recommends updating the above policies.

### **FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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

## I.A. Classification of Employees

The Personnel System of Baldwin County and the contents of this handbook apply to all persons employed by Baldwin County; however, the following individuals are *not* subject to protection as classified employees under the personnel system of Baldwin County:

- Elected Officials;
- Members of Appointed Boards and Commissions;
- Volunteers who receive no compensation from the County;
- Persons performing work under contract with the County and not carried on the payroll as employees;
- Persons whose employment is subject to the approval of the United States Government or the State of Alabama;
- Appointed Employees; and
- Appointed Contract Employees-

Baldwin County has the following classifications of employees:

- **Appointed Employees:** A limited class of employees which serves in a County department at the pleasure of a department of Baldwin County as designated by *Ala. Code §45-2-120, et seq.*, as amended, or other statute.
- **Appointed Contract Employees (sometimes referred to herein as “Appointed Department Head”):** A limited class of employees which serves under contract with the County Commission as specified in *Ala. Code §45-2-120, et seq.*, as amended, or other statute.
- **Classified Employees:** An individual who is assigned to a regular position authorized by the County Commission, whose salary is paid with funds allocated by the County Commission, and whose employment initially includes a probationary period of not more than six (6) months, during which time such a probationary employee is not a classified employee.

Appointed Employees and Appointed Contract Employees are eligible for the benefits that may be provided to Classified Employees (*e.g.* leave, holidays, insurance, etc.), but these employees have no expectation of continued employment for a definite term or employment rights afforded to classified employees. Appointed Employees and Appointed Contract Employees serve only at the “pleasure of the Appointing Authority” (*i.e.* County Commission, Probate Judge or Revenue Commissioner) who appoints them, in accordance with applicable law. Appointed Employees and Appointed Contract Employees shall have no right to employment as a classified employee after completion of his or her appointed service. However, if a vacancy exists in the County, he or she may apply for the position; and if qualified, may be considered with any other qualified applicants for any vacant position, provided he or she applies within the time period for submitting applications for the vacant position.

An employee of the county may be further described as one of the following:

- **Probationary Employee:** An employee assigned to a classified position who has not achieved permanent status by being employed **and satisfactorily performing duties of the position** for more than six (6) months. ~~and who has not satisfactorily completed the probationary period.~~ (Change for better clarification)
- **Exempt Employee:** An employee not eligible for overtime as defined by the Fair Labor Standards Act. Additional pay may be allowed for pursuant to the “Inclement Weather/Declared Emergency” policy.
- **Non-Exempt Employee:** An employee eligible for overtime as defined by the Fair Labor Standards Act.

Only an employee who has satisfactorily completed the terms and conditions of his or her initial probationary period is eligible for classified service. Classified service is subject to satisfactory performance of work, personal conduct inherent to public service, demonstration of skills and work habits necessary for the performance of the work and availability of funds.

## **I.D. Probationary Employees**

The probationary period is intended to give new and rehired employees the opportunity to demonstrate his or her ability to achieve a satisfactory level of performance. The County uses this working period to evaluate employee capabilities, work habits and overall performance. Probationary employees are encouraged to ask questions so that they will have a clear understanding of the job and performance expectations. All probationary employees shall receive an orientation to advise him or her of the policies of the County. Each probationary employee shall complete all necessary forms, sign for a copy of this Handbook, and attend all required orientation sessions.

The first six (6) consecutive months of employment in the position for which the employee is hired is considered the probationary period. During this time, an employee is an “at will employee” and may be terminated, with or without cause, without the right of appeal.

**If a probationary employee is in a leave of absence status, the probationary period will be extended in the amount of time missed as a result of the leave of absence.**

If the Appointing Authority or Appointed Department Head determines that the employee’s services should be terminated before the end of the probationary period, the employee will be notified in writing, and the Appointing Authority or Appointed Department Head shall notify the Personnel Director of such termination.

If a classified employee transfers to another position, he or she will not begin a new probationary period.

## **I.E. Part-Time Employment**

A part-time classified position is one that is scheduled for no more than twenty-nine (29) hours a week on average. All part-time positions must be approved, and budgeted for, by the Baldwin County Commission. Part-time employees will be eligible for paid time off (PTO) at a rate as outlined in section IV. *Leave Policies*. Part-time employees are not eligible for any other benefits with the exception of retirement and the Employee Assistance Program (EAP.)

~~If a part time employee accepts a full time position, all PTO accumulated will be converted to annual leave, and he or she will begin to accumulate full time leave benefits as outlined in IV.A. Leave Policies and IV.C. Sick Leave. He or she will also be eligible for full time benefits as outlined in section V. Employee Benefits.~~ (already addressed in section IV. Leave Policies)

Part-time employees will follow all other policies as outline in the Baldwin County Commission Employee Handbook.

## **II.A. Equal Employment / Workplace Discrimination and Harassment Policy**

Baldwin County is an Equal Opportunity Employer and complies with all applicable state and federal laws, rules and guidelines, including, but not limited to, Title VII of the Civil Rights Act of 1964, governing discrimination in employment. Baldwin County recruits, selects, trains and promotes all employees without regard to race, color, sex, religion, national origin, age, marital status, political belief, actual or perceived disability or history of disability, or genetic information, except where specific age, sex or physical requirements constitute a bona fide occupational qualification that is necessary to proper and efficient administration.

The Baldwin County Commission hereby establishes and reaffirms its commitment to a clearly defined Equal Employment Opportunity Program (EEOP) as set forth by the following guidelines:

- *Equal opportunity for all of our citizens is a historic American ideal, and it is the policy of the Baldwin County Commission to maintain equal employment opportunity in the public service position of county government by considering job applicants and employees for hiring and advancement on the basis of job-pertinent individual differences and not on the basis of the extraneous factors such as race, religious creed, color, national origin, ancestry, sex, marital status, medical condition, age or disability. The objective of this program is to continue to ensure nondiscrimination in all employment related decisions.*

Baldwin County is committed to creating a workplace free from the unlawful harassment/**discrimination** of employees by other employees and officials, or the unlawful harassment/**discrimination** of its officials and employees by its vendors or visitors. Likewise, Baldwin County will not accept the unlawful harassment/**discrimination** of a vendor or visitors by any employee of Baldwin County. This policy includes harassment/**discrimination** because of race, sex, religious creed, color, national origin, ancestry, disability or medical condition, age, or any other basis protected under Title VII.



Baldwin County encourages employees to address harassment/**discrimination** directly when it occurs. Any incident of harassment/**discrimination** shall be reported immediately to the Personnel Director or the respective Appointing Authority, Appointed Department Head, or supervisor in the manner as described under the section *II.B. Equal Employment Opportunity/Employment Grievance Procedures*. If an employee is not satisfied with the results or action(s) taken as a result of his or her initial complaint, then the employee must report his or her complaint to the County Administrator.

All complaints for harassment/**discrimination** will be investigated, and the results of the investigation will be reported to the complaining party. Investigation of a harassment/**discrimination** complaint may include, but is not limited to, interviewing the complaining and accused parties as well as other employees and/or vendors necessary to obtain sufficient information upon which to make an assessment of the situation. While Baldwin County will make every effort to be sensitive to privacy issues, there is no guarantee of confidentiality. Retaliation ~~and/or—discrimination~~ against an employee who complains of harassment/**discrimination** are strictly prohibited and also may be a violation of Title VII.

- Sexual Harassment: Each Appointing Authority, Appointed Department Head, supervisor and employee has a responsibility to maintain a workplace free of any form of sexual harassment. Sexually harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel, is prohibited. Such conduct includes, but is not limited to:
  - a. Sexual flirtations, touching, advances or propositions;
  - b. Verbal abuse of a sexual nature;
  - c. Graphic or suggestive comments about an individual's dress or body;
  - d. Sexually degrading words to describe an individual; or
  - e. The display of sexually suggestive objects or pictures, including nude photographs.

As with any form of harassment/**discrimination**, the employee has the responsibility to report sexual harassment to an appropriate authority as soon as possible. He or she may report the harassing behavior to his or her immediate supervisor, Appointing Authority, Appointed Department Head, or the Personnel Director. The complaint of sexual harassment will be investigated promptly and impartially, with confidentiality maintained to the greatest extent possible. The complaining employee will be advised of the findings following the investigation.

Any employee, supervisor or Appointed Department Head who is found to have engaged in any form of harassment of another employee will be subject to appropriate disciplinary action, up to and including termination.

If the employee is dissatisfied with the outcome of the investigation, or if any form of harassment persists or re-occurs, the employee has the responsibility to report the occurrence or re-occurrence to the appropriate authority as soon as possible.

## **II.B. Equal Employment Opportunity/Employment Grievance Procedures**

If an employee or applicant feels he or she has been a victim of **harassment**/discrimination, the employee shall file a written complaint. Complaints by employees should be addressed to the employee's supervisor; if the supervisor is the subject of the complaint, it should be addressed to the employee's Appointed Department Head. Employees employed under the Revenue Commission should address the complaint to the Revenue Commissioner; employees employed under Probate Office should address the complaint to the Probate Judge. If the Appointed Department Head, Revenue Commissioner or Probate Judge is the subject of the complaint, or if for any reason the employee is unable to follow this process as outlined, the complaint should be directed to the Personnel Director. Complaints by applicants shall be filed directly with the Personnel Director, who would also serve as the EEO Officer for that purpose.

The complaint should contain the following:

1. Date(s), time(s) and location(s) of the incident/incidences that took place;
2. Description of each incident, including a statement as to any physical contact made and as to what was said and/or done;
3. Name(s) of witnesses, if any; and
4. The names of anyone with whom incident/incidences have been discussed.

All complaints of **harassment**/discrimination will be investigated, and the results of the investigation will be reported to the complaining party. Investigation of a **harassment**/discrimination complaint may include, but is not limited to, interviewing the complaining party as well as other employees and/or others necessary to obtain sufficient information upon which to make an assessment of the situation. While every effort will be made to be sensitive to privacy issues, in the course of an investigation, Baldwin County will discuss relevant information with appropriate parties on a need-to-know basis; and therefore, the information provided during the investigation may not be kept confidential. A record of the complaint and findings will become a part of the complaint investigation records and the file will be maintained separately from your personnel file.

The Personnel Director is principally responsible for investigating violations of the personnel policies of Baldwin County. When appropriate, the Personnel Director may explore informal means to resolve **harassment**/discrimination complaints. Informal dispute resolution procedures may include, but are not limited to, counseling the alleged violator or serving as a mediator between the two parties.

When the matter cannot be resolved informally, the Personnel Director or the appropriate party may prepare a written report of the investigation and a recommendation. Recommendations can include discipline for the violator as well as the restoration of any employment terms, conditions, or opportunities the complainant lost or was denied because of the discrimination.

If an employee is not satisfied with the resolution of the initial complaint, then the employee shall bring the complaint to the attention of the County Administrator in writing. The County

Administrator will decide whether to approve the Personnel Director's recommendation, dismiss the complaint or order further investigation. In the event the complaint is against the County Administrator, the Personnel Director will submit his or her recommendation to the Clerk/Treasurer, who will decide whether to approve the Personnel Director's recommendation, dismiss the complaint or order further investigation.

## **II.I. Dress Code**

The Baldwin County Commission seeks to project a positive image and to promote professionalism in the workplace. Employees are required to dress in an appropriate manner consistent to the specific job duties to which he or she is assigned and to exercise good judgment. Appointing Authorities, Appointed Department Heads and supervisors are authorized/required to assure compliance in the particular areas for which they are responsible. **Dress codes are left to the discretion of the department head over the department.**

During business hours or whenever an employee represents the County, he or she should be clean, well-groomed and wear appropriate clothes.

If an employee's supervisor finds that the employee's personal appearance is inappropriate, he or she will be asked to leave work and return properly dressed and groomed. If an employee is asked to leave, he or she will not be paid for the time away from work.

Where necessary, the County may make a reasonable accommodation to this policy for a person with a disability.

The following examples should help the employee understand the County's personal appearance guidelines:

1. Tank tops, tube or halter tops may not be worn under any circumstances;
2. Offensive body odor and poor personal hygiene is not professionally acceptable;
3. Perfume, cologne and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances;
4. Facial jewelry and body piercings, such as eyebrow rings, nose rings, lip rings and tongue studs, is not professionally appropriate and must not be worn at work;
5. Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn at work;
6. Footwear should be ~~fastened and secured to feet for safety and shall be~~ appropriate for job duties;
7. "Thong" style sandals and flip flops may not be worn under any circumstances;
8. Skirt length must be no more than two (2) inches above the knee. Shorts may not be worn unless they are distributed as part of the uniform and/or authorized by the Appointed Department Head.

## **II.K. Work Hours and Time Records**

The normal workweek for a full-time employee consists of forty (40) hours depending on the job classification and work location and for a part-time employee no more than twenty-nine (29) hours a week on average. Core business hours are 8:00 am to 4:30 pm. Some jobs may require other hours of service. In such cases, the immediate supervisor will inform the employee of the required work hours.

Hourly (non-exempt) employees will be responsible for completing a time record with the beginning and ending work times, including lunch. This is necessary for payroll calculation of the employee's earnings.

All salaried (exempt) employees are expected to accomplish their duties irrespective of the time or days required to do so. Salaried exempt employees will be responsible for recording all time records if he or she is absent from work. **Salaried (exempt) employees' time cannot be reduced with Leave without Pay (LWOP) unless it is for one or more full workdays.**

The employee reserves the right to examine and verify his or her personal time record prior to supervisor approval. Employees who willfully falsify a time record will be subject to immediate termination.

A workday may not be shortened by "working through" or reducing the lunch period on a voluntary basis, nor may an employee voluntarily begin work before or after his or her regularly scheduled hours for the purpose of accumulating overtime. Every adjustment to the work schedule requires advance approval from the employee's immediate supervisor.

## **III.F. Appeals Procedures for Adverse Action**

1. When an Appointing Authority or Appointed Department Head seeks to discipline an employee either through suspension without pay, involuntary demotion or termination, he or she will make a recommendation to the Personnel Director that such action be taken. The Appointing Authority or Appointed Department Head shall notify the employee in writing that he or she proposes disciplinary action in the form of suspension without pay, involuntary demotion or termination and the grounds for such proposed action. The employee will then have one (1) working day to request, in writing to the Personnel Director, a pre-disciplinary hearing before the County Administrator. In the event the County Administrator initiated the adverse action or otherwise has a conflict, then the pre-disciplinary hearing shall be held before the Clerk/Treasurer. If the employee does not request a hearing, the proposed discipline will become effective at the end of the one (1) working day period. **In the case of a suspension, an employee can still request a pre-disciplinary meeting as described above, however, the suspension will be effective at the time of action. If the pre-disciplinary hearing overturns the action, then the employee is entitled to back pay of time missed.**
2. Should the employee request such a pre-disciplinary hearing, the County Administrator or Clerk/Treasurer, in the case of the County Administrator is the Appointed Department Head,

will inform the employee of the date and time of such hearing which will be held within two (2) working days of the request, unless the County Administrator or Clerk/Treasurer, allows additional time. The hearing will be informal in nature. The employee may have a representative of his or her choosing present at his or her own expense.

3. Within two (2) working days after the pre-disciplinary hearing, the County Administrator or Clerk/Treasurer will issue a decision on the Appointing Authority or Appointed Department Head's recommendation. An employee may then appeal the hearing officer's decision to the Personnel Appeals Board as set out below. **If the hearing officer upholds a termination recommendation, the termination is effective the date the decision is issued, however, the employee may still appeal the decision as set out below.**
4. Should the County Administrator be the direct supervisor who is proposing the discipline, the Clerk/Treasurer will make the decision on the proposed discipline using the same procedure as set out in the subsections one (1) through three (3) above. In the event the County Administrator and/or Clerk/Treasurer are conflicted from hearing the case, the Personnel Director shall appoint an alternate hearing officer to hear the case which shall be one of the Appointed Contract Employees, unless all such employees have conflicts which would disqualify such employee from hearing the case.

## **VII.D. Workers Compensation**

All employees are protected under the State of Alabama's Workers Compensation Law for injuries and occupational diseases that result "out of and in the course of employment." This includes injuries that take place when the employee is performing tasks he or she was hired to perform at times and in places where he or she was hired to work.

For all life threatening injuries or illnesses, please notify 911.

If an employee experiences an on-the-job, non-life threatening injury or illness, he or she is required to:

1. Report the incident to his or her supervisor immediately;
2. Provide written notification of how the injury occurred to the supervisor within twenty-four (24) hours;
3. Provide information to the supervisor so that the supervisor can complete the Alabama First Report of Injury within twenty-four (24) hours from the time of the incident. The supervisor will then send it to the Risk Manager;
4. All initial medical visits are made at one of the following clinics:
  - a. **Industrial Medical Center Infirmary Occupational Health** located at **7901 Hwy 90, Suite 101 27961 U.S. Highway 98, Daphne, Alabama 36526**. Follow up visits will be scheduled **by the Industrial Medical Center** as needed;

- b. **Coastal Health Institute** located at 915 W. Laurel Ave. Foley, Alabama 36535. Follow up visits will be scheduled ~~by the Industrial Medical Center~~ as needed; or
  - c. **Infirmery Urgent Care** located at 108 McMeans Ave. Bay Minette, Alabama 36507. Follow up visits will be scheduled ~~by the Industrial Medical Center~~ **Infirmery Occupational Health** as needed.
5. In the event the ~~Industrial Medical Center Infirmery Occupational Health~~ is closed, after hours non-life threatening medical treatment may be sought at the following locations as deemed necessary by management:
- a. North Baldwin ~~Infirmery Medical Center~~, in Bay Minette, Alabama; or
  - b. Thomas Hospital, in Fairhope, Alabama; or
  - c. South Baldwin ~~Hospital Regional Medical Center~~, in Foley, Alabama.

All related follow up visits for treatment rendered at North Baldwin ~~Infirmery Medical Center~~, Thomas Hospital, or South Baldwin ~~Hospital Regional Medical Center~~ must be made at the ~~Industrial Medical Center Infirmery Occupational Health~~. **At no time will a referral to the employee's personal physician be made by the emergency room doctor in regards to workers compensation cases.**

6. Every employee injured on the job is required to:
- a. Keep all scheduled appointments with physicians/therapist as scheduled;
  - b. Be aware that Baldwin County has a Temporary Transitional Duty program for all employees. For more information on this program, please refer to the Baldwin County Temporary Transitional Duty Policy;
  - c. Notify his or her supervisor immediately if the physician advises the employee not to return to work, to work with restrictions and when he or she releases you to full duty; and
  - d. Give the supervisor a copy of the Return to Work and/or Work Restriction Form(s) received from the physician. A copy must be given to the Risk Manager so that it may be retained in the employee workers compensation file.
7. If an employee requires emergency medical treatment for "life threatening" injuries, he or she should use the emergency room at any Baldwin County hospital. Only one (1) visit to the emergency room will be covered by workers compensation per each work related incident. Notification to Risk Management should be made immediately.
8. If there is a follow-up appointment required after the initial visit to the emergency room, then the follow-up visit **MUST** be scheduled at the ~~Industrial Medical Center Infirmery Occupational Health~~. The employee's workers compensation case manager will assist the Risk Manager in scheduling this appointment for the employee. The employee is not authorized to return to the emergency room for follow-up treatment (i.e., removal of stitches, change of injury dressings, etc.).



9. Baldwin County has contracted with local pharmacies to charge medications for work-related injuries after the following:
  - a. The employee has notified his or her supervisor and Risk Management of the injury;
  - b. The employee's prescription has been approved for payment by Risk Management; and
  - c. The pharmacy has contacted Risk Management for authorization.
10. If the employee's authorized treating physician releases the employee to return to work with specific temporary restrictions (i.e., transitional duty) and Baldwin County can provide a job within the recommended restrictions, he or she must return to work and attempt the transitional duty. Transitional duty is offered at the will of the County and is only offered on a temporary basis.
11. The employee's authorized physician determines what transitional duty work is appropriate. If clarification of transitional duty restrictions is needed, Risk Management should be contacted. Failure to report for the assigned transitional duty work as authorized may result in the employee having to use his or her sick or leave time to cover the employee's absence. An employee may qualify for benefits if Baldwin County cannot provide a job within the restrictions given by the authorized physician.
12. Medical bills and temporary benefits will not be paid until Risk Management has received the appropriate forms from the employee and his or her supervisor.
13. After the employee's claim has been received in Risk Management, it will be submitted to a workers' compensation case manager, to determine whether it is approved. The employee will be notified if a problem arises in the process of making that decision.

If a Workers Compensation claim is rejected as a Workers Compensation injury, it may be applied to the employee's medical insurance.

The goal is to process Workers Compensation claims as quickly and as fairly as possible while providing the employee with the best medical care possible. The length of time required for approval will vary for each claim.

14. All employees involved in a Workers Compensation Injury or a Liability Property Damage incident will be required to receive a Post-Accident Drug Screen immediately after the reported incident.
15. Official medical records in regard to Workers Compensation and Drug Screen Testing should only be maintained in the Personnel Department. At no time should any medical information (personal protected health information) be retained at any other location other than the Personnel Department, unless written consent has been otherwise given.

## VII.E. Workers Compensation Payments

The employee will be paid a full day's pay for the day of the injury. The following three (3) days can be charged to annual leave, sick leave or leave without pay. These "following three (3)" days will be reimbursed under the workers compensation benefits after the employee remains off work for a period of twenty-one (21) calendar days. If an employee remains off of work for a period of twenty-one (21) days, he or she must reimburse the county for "following three (3)" days that was paid to the employee.

The only check an employee who has filed for workers compensation benefits will receive is a check received from the workers compensation insurance carrier for Baldwin County.

While on workers compensation leave, the employee shall be placed in a leave without pay status, **with the exception of using sick leave as outlined above.** The employee will not accumulate annual or sick leave while on workers compensation leave.

All individual health insurance premiums paid by Baldwin County for an employee will remain in force and continue to be paid by the County. All employees are required to continue to pay his or her portion of health insurance premiums. **However, and employee may use up to ten (10) hours of sick leave per pay period, while on workers compensation leave, to help pay for benefit premiums as outlined in section IV.C. Sick Leave, or** ~~Employees~~ will be issued an invoice from the Accounting Department.

If, while on workers compensation leave, the employee wishes to continue dependent coverage or other items that are customarily deducted from his or her paycheck, the employee must contact the Personnel Department for payment procedures. If payments are not submitted in a timely manner, coverages are subject to cancellation.

An employee (who has depleted his or her sick, annual leave and FMLA) out on workers compensation leave, who has reached "Maximum Medical Improvement (MMI)," shall be terminated, if he or she does not return to work.

## VIII Forms

The following forms have been approved for use by the Baldwin County Commission:

- A. Application for Employment—————VIII-1
- B. Substance Abuse Screening and Pre-Employment Physical Exam Consent ———VIII-3
- C. Authorization for Background Investigation and Release of Information ———VIII-4

D. Personnel Appraisal Form (updated)	VIII-5
E. ADA Reasonable Accommodation Request Form	VIII-9
F. Employee Counseling Form	VIII-10
G. Notice of Disciplinary Action Form	VIII-11
H. Grievance Appeal Form (updated)	VIII-12
I. Leave Request Form (updated)	VIII-13
J. Temporary Transitional Duty Agreement	VIII-14
K. Medical Treatment Waiver	VIII-15
L. Property Damage/Collision/Injury/Illness Investigation Report	VIII-16
M. Witness Incident / Injury Report	VIII-21
N. Last Chance Assistance Agreement	VIII-22



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1272, **Version:** 1

**Item #:** BQ14

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Reciprocal Clinic Usage Agreement with the City of Fairhope for Symbol Health Clinics

### **STAFF RECOMMENDATION**

Authorize the Chairman to sign a Reciprocal Clinic Usage Agreement between the City of Fairhope and Baldwin County Commission to allow City of Fairhope employees (and their spouses and dependents) to be treated at the clinic(s) established by Symbol Health Solutions, Inc. for Baldwin County.

Neither Baldwin County nor City of Fairhope shall charge the other, Symbol, or the patients for reciprocal access.

### **BACKGROUND INFORMATION**

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

**Background:** The Personnel Director respectfully request the above recommendation is approved.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel/Administration

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

Correspondence to:

Michael G. Molyneux  
President and Chief Executive Officer  
Symbol Health Solutions, LLC  
3765-A Government Blvd.  
Mobile, Alabama 36693-4307

The Honorable Sherry Sullivan  
Mayor, City of Fairhope  
Post Office Drawer 429  
Fairhope, Alabama 36533

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

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

## **RECIPROCAL CLINIC USAGE AGREEMENT**

**City of Fairhope  
And  
Baldwin County Commission**

In connection with clinics operated by Symbol to provide primary health care to employees of the Baldwin County (BC) and the City of Fairhope, AL (Fairhope) and such employees' spouses and dependents, BC (1) agrees that Fairhope's employees (and their spouses and dependents) may be treated at the clinic(s) established by Symbol for BC and (2) Fairhope agrees that BC's employees (and their spouses and dependents) may be treated at the clinic(s) established by Symbol for Fairhope. Neither BC nor Fairhope shall charge the other, Symbol, or the patients for reciprocal access.

For a period of twelve (12) months, Symbol shall collect data associated with patient volumes and provide the Baldwin County Commission and the City of Fairhope with an analysis of clinic visits at each clinic, and propose changes, if needed, to adjust clinic hours to cover identified demands. This analysis and any modification shall be the basis use to thereafter extend this MOU between the parties.

**City of Fairhope, Alabama**

By: \_\_\_\_\_

As Its: Mayor

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

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

As Its: City Clerk

**Baldwin County, Alabama**

By: \_\_\_\_\_

As Its: Chairman

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

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

As Its: County Administrator





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1244, **Version:** 1

**Item #:** BR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Celena Boykin, Senior Planner

**Submitted by:** Celena Boykin, Senior Planner

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### **ITEM TITLE**

Proposed Planning (Zoning) District 35 - Acceptance of Notice of Intent to Form a Planning (Zoning) District, Determination Regarding Infeasibility of Using Precinct Boundaries, and Acceptance of Proposed District Boundaries

### **STAFF RECOMMENDATION**

Pursuant to Alabama Code §45-2-261.07, take the following actions:

- 1) Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 35; and
- 2) Make a determination that it is not feasible to utilize the Voting Precinct boundaries of precincts 37 or 47 as the proposed Planning (Zoning) District 35 boundary; and
- 3) Accept the proposed Planning District 35 boundaries subject to a subsequent affirmative referendum vote pursuant Alabama Code §45-2-261.07.

### **BACKGROUND INFORMATION**

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

**Background:** Citizens Regina and Terry Worth and Dawn and David Ewing, residing in the River Road N / Keller Road area west of the City of Foley, east of Planning District 21, and part of the current Planning District 34, approached the Planning and Zoning staff regarding the formation of a new Planning (Zoning) District and requested a referendum for Zoning in this new district.

Coming under the Planning and Zoning Jurisdiction of Baldwin County is a citizen driven effort. The process must be initiated and let by the citizens. Alabama Code §45-2-261.07, requires that a new planning district "correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible."

The requesting citizens, Regina and Terry Worth and Dawn and David Ewing reside between County Road 12 S and County Road 10 which cuts through Voting Precincts 37 and 47 in the Bon Secour area. However, it is not feasible to utilize any of these voting precincts for a new Planning (Zoning) District for the following reasons:

Precinct 47 contains Foley corporate limits, which would automatically be excluded from the new district and require a redrawing of the boundary.

Precinct 37 already contain portions of Planning (Zoning) District 21 and Planning (Zoning) District 27. Planning (Zoning) District 21 already zoned would automatically be excluded from the new district and require a redrawing of the boundary.

Utilizing Precinct 37 and 47, would allow to include both sides of the Bon Secour River.

Because none of the above referenced voting precincts provide a feasible boundary, Planning and Zoning staff considered other factors to establish an appropriate boundary for the proposed Planning District 35. These factors included:

The north boundary is the Foley corporate limits and County Road 12 S.

The east boundary is Foley corporate limits.

The west boundary is County Road 65 (where there is a natural transition from less density to more density).

The south boundary is County Road 10 and the current southern boundary of Planning District 34.

Based on these factors, Planning and Zoning staff recommended the County Commission accept the proposed Planning District 35 boundaries subject to the subsequent affirmative referendum vote Alabama Code §45-2-261.07.

A map showing the boundaries of the proposed district (green color area) is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found in Alabama Code §45-2-261 and the proceeding sections.

1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district. (PURPOSE OF THIS AGENDA)

2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.

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.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Commission Administration Staff & Planning and Zoning Department

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

Administration Staff shall send letter to the requesting party notifying them that Planning (Zoning) District 35 boundaries have been accepted for planning, zoning, and voting purposes. The letter should be sent to the following:

Regina and Terry Worth  
8189 River Road N.  
Foley, Alabama 36535

And

Dawn and David Ewing  
19324 Keller Road  
Foley, Alabama 36535

Planning and Zoning staff will contact the Judge of Probate in order to ascertain the preliminary number of signatures to call an election. Staff will provide the requesting party with the number of signatures required and petition forms for the use of collecting those signatures.

**Additional instructions/notes:** Planning and Zoning Department - Provide support as needed.

**From:** [Regina Worth](#)  
**To:** [Celena Boykin](#)  
**Subject:** Fwd: PD 34 Map  
**Date:** Monday, August 16, 2021 2:58:27 PM

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

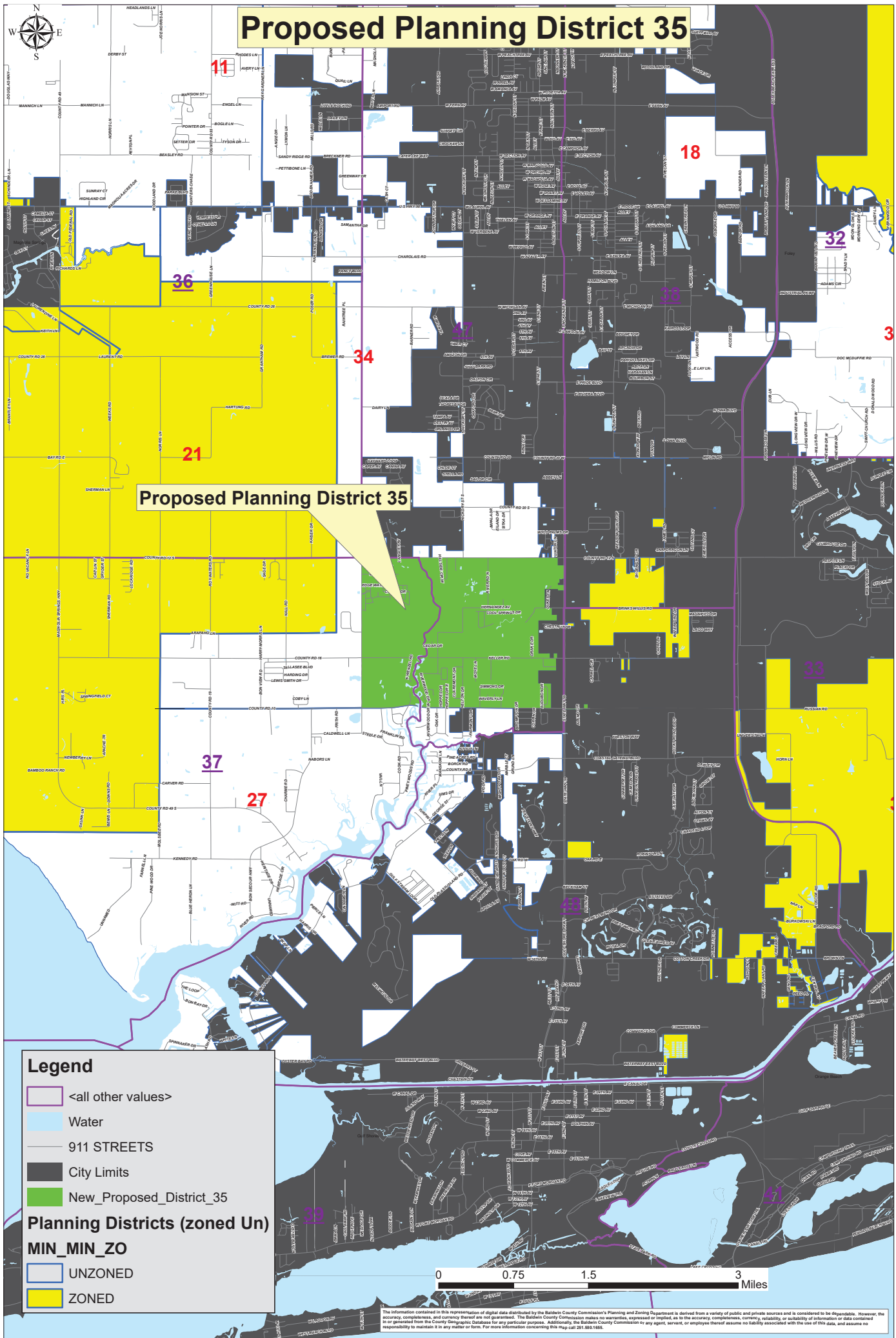
----- Forwarded message -----

**From:** Regina Worth <[reginalworth@gmail.com](mailto:reginalworth@gmail.com)>  
**Date:** Mon, Aug 16, 2021 at 2:57 PM  
**Subject:** Re: PD 34 Map  
**To:** Matthew Brown <[Matthew.Brown@baldwincountyal.gov](mailto:Matthew.Brown@baldwincountyal.gov)>

Hi Matthew,

We have been on vacation and got back last week. I have been talking to our neighbors and we have decided that the area extending south of Hwy 10 to Hwy 8 is more than we can handle at this time. We would like to try and get zoning back to the original area we discussed, basically from Hwy 59 west 10 10W to 65N north to 12W and back down to 10W. We feel that trying to take on the additional area we would be less likely to succeed in getting 51% of the registered voters. Please let me know if we need to meet with you again or if we can continue with the original plan. Thanks Matthew and I look forward to hearing from you.

Sincerely,  
Regina Worth  
8189 River Rd N  
Foley AL 36535







# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1247, **Version:** 1

**Item #:** BR2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Celena Boykin, Planner

**Submitted by:** Celena Boykin, Planner

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### **ITEM TITLE**

Proposed Planning (Zoning) District 36 - Acceptance of Notice of Intent to Form a Planning (Zoning) District and Acceptance of Proposed District Boundaries

### **STAFF RECOMMENDATION**

Pursuant to Alabama Code §45-2-261.07, take the following actions:

- 1) Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 36; and
- 2) Accept the proposed Planning District 36 boundaries subject to a subsequent affirmative referendum vote pursuant Alabama Code §45-2-261.07.

### **BACKGROUND INFORMATION**

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

**Background:** Citizens David and Debra Spann and John and Julie Ochs, residing in Seminole Landing in Seminole, current Planning District 13, approached the Planning and Zoning staff regarding the formation of a new Planning (Zoning) District and requested a referendum for Zoning in this new district.

Coming under the Planning and Zoning Jurisdiction of Baldwin County is a citizen driven effort. The process must be initiated and let by the citizens. Alabama Code §45-2-261.07, requires that a new planning district "correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible."

The requesting citizens is asking that the new Planning District follow the voting precinct 27 boundaries.

Based on these factors, Planning and Zoning staff recommended the County Commission accept the proposed Planning District 36 boundaries subject to the subsequent affirmative referendum vote

Alabama Code §45-2-261.07.

A map showing the boundaries of the proposed district (cyan color area) is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found in Alabama Code §45-2-261 and the proceeding sections.

1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district. (PURPOSE OF THIS AGENDA)

2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.

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.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Commission Administration Staff & Planning and Zoning Department

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

Administration Staff shall send letter to the requesting party notifying them that Planning (Zoning) District 36 boundaries have been accepted for planning, zoning, and voting purposes. The letter should be sent to the following:

David and Debra Spann  
20160 Donovan Dr  
Seminole, Alabama 36574

And

John and Julie Ochs  
20290 Donovan Dr  
Seminole, Alabama 36574

Planning and Zoning staff will contact the Judge of Probate in order to ascertain the preliminary number of signatures to call an election. Staff will provide the requesting party with the number of signatures required and petition forms for the use of collecting those signatures.

**Additional instructions/notes:** Planning and Zoning Department - Provide support as needed.

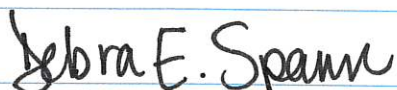
## Baldwin County Commission:

We the undersigned would like to request zoning for voting Precinct 27.



David K. Spann

dunovan20160@gmail.com

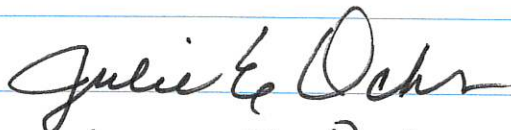


Debra E. Spann  
debbie.spann@gmail.com



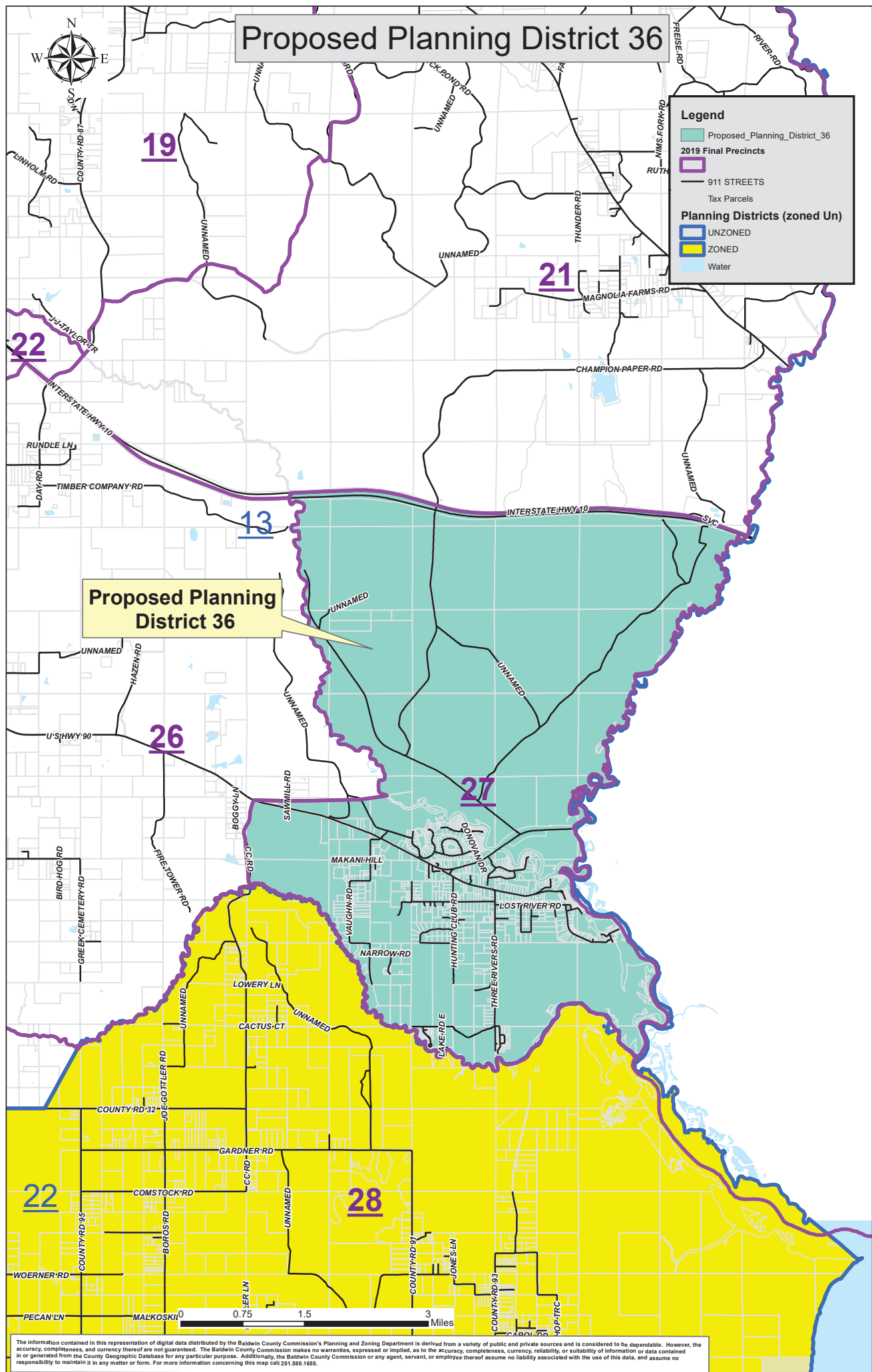
John L. Ochs

iflyfr8@gmail.com



Julie E Ochs

ibookit@gmail.com





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1257, **Version:** 1

**Item #:** BR3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator; Matthew Brown, Planning Director

**Submitted by:** Matthew Brown, Planning Director

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### **ITEM TITLE**

Proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County - Permission to Advertise for Public Hearing

### **STAFF RECOMMENDATION**

Discuss a new proposed land disturbance ordinance that would help control filling, grading, dredging, and similar land disturbance activities which may increase flood damage or erosion, by applying the land disturbance requirements of the Baldwin County Zoning Ordinance within areas displayed on a new Hydric Potential Map; and if willing to proceed, take the following action:

Authorize the Planning and Zoning Department to advertise for public hearing related to the proposed Land Disturbance Ordinance for Flood Prone Areas or Territories with Probable Exposure to Flooding in Unincorporated Baldwin County.

### **BACKGROUND INFORMATION**

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

#### **Background:**

In 1971, Alabama Legislature passed an Act (now Section 11-19-1 et seq.) that authorized County Commissions to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry as it relates to land use activities in flood prone areas. The proposed ordinance would only regulate land use as it relates to land disturbances and ensure proper erosion control measures are installed in flood prone areas.

The new ordinance would require individuals proposing land disturbance activities within the area shown on the attached map to obtain a land disturbance permit from the Baldwin County Planning and Zoning Department. Sections 13.12 and 18.6 of the Zoning Ordinance will apply to these areas.

The Alabama Attorney General has previously advised that an ordinance regulating land use under this section can apply to "flood prone and limited non-flood prone areas which are adjacent thereto



and necessary to accomplish the purposes and provisions of the statute. . . .”

Planning and Zoning Staff has created a “Hydric Potential Map” which includes hydric soils, potential wetlands, US Fish and Wildlife wetlands, and the FEMA flood hazard areas (AE & VE zones). The areas shown on the attached map represent the areas that will be impacted by the proposed Land Disturbance Ordinance.

### **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:** Currently under review by Brad Hicks, County Attorney

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Baldwin County Planning and Zoning Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Planning and Zoning Staff will advertise for a public hearing before the Baldwin County Planning Commission to be followed by a public hearing before the County Commission.

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

**LAND DISTURBANCE ORDINANCE FOR FLOOD  
PRONE AREAS OR TERRITORIES WITH PROBABLE  
EXPOSURE TO FLOODING IN UNINCORPORATED  
BALDWIN COUNTY, ALABAMA**

**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

## **Article I**     **Statutory Authorization**

The Legislature of the State of Alabama has in Section 11-19-1 et seq. authorized County Commissions to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County Commission, of Baldwin County, Alabama, does ordain as follows:

## **Article II**     **Purpose**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses on land with probable exposure to flooding, pursuant to Alabama Code 11-19-4, by land use provisions designed to:

- (1) control filling, grading, dredging and similar land disturbance activities which may increase flood damage or erosion;
- (2) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; and
- (3) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters

## **Article III**     **Definitions**

Unless otherwise defined below, Article 22 (Definitions) of the Baldwin County Zoning Ordinance shall apply to this ordinance.

*Flood or Flooding.* The general and temporary condition of partial or complete inundation of normally dry land areas:

From the overflow of streams, rivers, and other inland waters, or

From tidal surges, abnormally high tidal waters, tidal waves, or rising coastal waters resulting from tsunamis, hurricanes, or other severe storms.

*Flood Prone Area.* Any area with a frequency of inundation of once in 100 years as defined by qualified hydrologists or engineers using methods that are generally accepted by persons engaged in the field of hydrology and engineering.

*Land-Use and Control Measures.* Zoning ordinances, subdivision regulations, building codes, health regulations, and other applications and extensions of the normal police power to provide safe standards of occupancy for prudent use of flood-prone areas.

*Territory with Probable Exposure to Flooding.* Land within any of the following mapped regions:

1. Areas of Special Flood Hazard identified by the most current published maps of the Federal Emergency Management Agency or
2. The Baldwin County Hydric Potential Map

#### **Article IV**      **Erosion Control and Land Disturbance Permit**

Section 13.12 of the Baldwin County Zoning Ordinance, as amended from time to time, is hereby incorporated by reference for all land disturbance activity on land in a territory with probable exposure to flooding.

#### **Article V**      **Variances**

Section 18.6 of the Baldwin County Zoning Ordinance, as amended from time to time, is hereby incorporated by reference to accommodate requests for variances from the requirements of Article IV above.

#### **Article VI**      **Other Provisions**

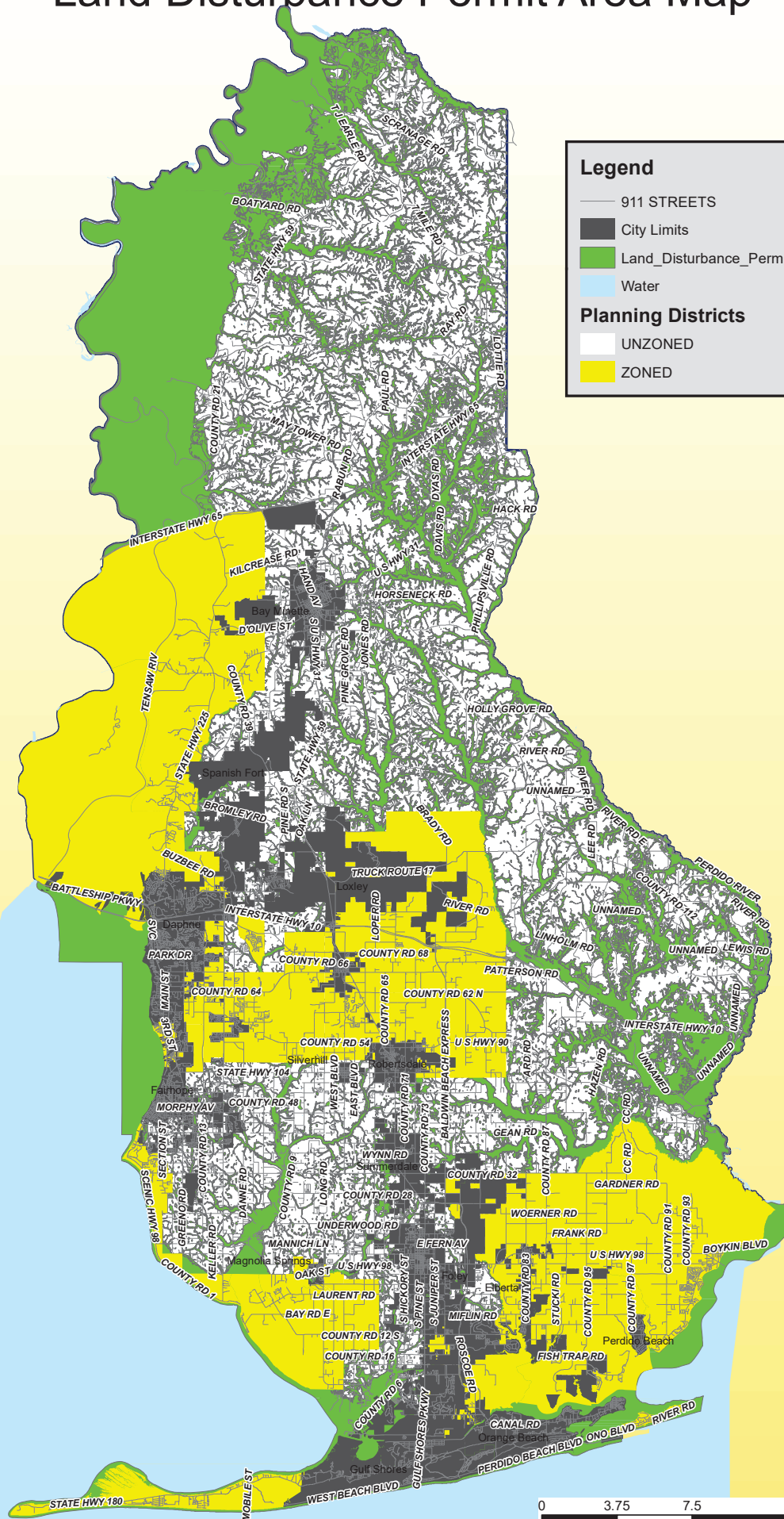
All other provisions of the Baldwin County Zoning Ordinance, as amended from time to time, are hereby incorporated to the extent necessary to carry out the provisions of Articles IV and V above.



# Land Disturbance Permit Area Map

## Legend

- 911 STREETS
- City Limits
- Land\_Disturbance\_Permit\_Area
- Water
- Planning Districts**
  - UNZONED
  - ZONED



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data obtained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.880.1655.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1258, **Version:** 1

**Item #:** BR4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** DJ Hart, Planning Technician

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### **ITEM TITLE**

Baldwin County Planning and Zoning Commission - Board Appointment(s)

### **STAFF RECOMMENDATION**

As relates to the Baldwin County Planning and Zoning Commission, take the following actions:

- 1) Accept the resignation of Ms. Bonnie Lowry dated August 24, 2021, and thank Ms. Lowry for her former civic service as a regular member of the Board (BCC District 4 Nominee); and
- 2) Appoint Mr. Ernest Anthony Church, Jr., as a regular member of the Board (BCC District 4 Nominee) for a four (4) year pro-rata reduced term, to fill the place seat and unexpired term formerly held by Ms. Bonnie Lowry, said term to commence on September 7, 2021, and expire on November 16, 2021.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 7/6/2021

**Background:** The Baldwin County Planning and Zoning Commission was created by Baldwin County Local Legislative Act, specifically Act No. 91-719 (1991), as amended by Act. No 93-668 (1993), as amended by Act No. 98-665 (1998), as amended by Act No. 2006-609 (2006), as amended by Act No. 2010-719 (2010). The aforementioned Alabama laws are codified at Section 45-2-261 through 45-2-261.18 of the Code of Alabama 1975.

Section 45-2-261.01 of the Code of Alabama 1975 provides that the Planning and Zoning Commission shall be composed as a board of nine (9) regular members and other temporary members appointed by the Baldwin County Commission. All regular members shall be qualified electors and actual residents of Baldwin County; one (1) and only one (1) regular member may be a qualified elector who resides in the corporate limits of a Baldwin County municipality. All regular members shall serve a term of four (4) years each except when filling a vacant place seat (which shall be for the balance of the unexpired term). All temporary members shall serve a one-time term of three (3) years each and represent, respectively and singularly, a new Planning (Zoning) district



which elects to come within the planning and zoning authority of the Baldwin County Commission. A temporary member shall be a qualified elector from the new Planning (Zoning) District. In the event any vacancy, such vacancy shall be filled by appointment of the Baldwin County Commission.

All members of the Planning and Zoning Commission shall serve without compensation and no member shall be a county officer or employee.

Furthermore, Section 45-2-261.40 of the Code of Alabama 1975 authorizes the Baldwin County Commission to appoint real estate agents or other persons in the field of real estate to the Planning and Zoning Commission; however, such number shall not exceed three (3) members.

Due to the recent resignation of Ms. Bonnie Lowry, the Baldwin County Planning and Zoning Commission currently has one (1) vacancy. The Planning staff therefore respectfully requests the appointment of Mr. Ernest Anthony Church, Jr. as a regular member to fill the place-seat and unexpired term formerly held by Ms. Lowry, said term to commence on September 7, 2021, and expire on November 16, 2021.

Mr. Church is a BCC District 4 nominee and is a resident of unincorporated Baldwin County. He is a qualified elector of Baldwin County, is not a county employee or officer, and is not involved in real estate.

Planning staff has verified that this appointment meets the qualifications to be appointed to the Baldwin County Planning and Zoning Commission.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Commission Administration staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration staff to update the current board list and prepare correspondence.

Send thank you letter to:

Ms. Bonnie Lowry  
9327 State Highway 180  
Gulf Shores, Alabama 36542

Send appointment letter to:

Mr. Ernest Church, Jr.  
5601 State Highway 180 #4  
Gulf Shores, Alabama 36542

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

# BALDWIN COUNTY PLANNING AND ZONING COMMISSION

## General Board Information:

Appointed by Baldwin County Commission.

Nine (9) regular members and circumstance-driven number of temporary one-time members.

Term of each “regular” member is four (4) years.

Term of a “temporary one-time” member is three (3) years.

All “regular” members must be qualified electors and actual residents of Baldwin County, Alabama.

Only one (1) regular member may reside in a city or town limits (i.e. live in a municipality).

All “temporary one-time” members must be a qualified elector of Baldwin County, Alabama, from the applicable Planning District said citizen represents.

Only three (3) members (of the total membership) may be real estate agents or persons in the field of real estate.

All vacancies filled by appointment of Baldwin County Commission.

All members serve without compensation but are eligible reasonable and necessary expenses.

No member shall be a county officer or employee.

*Statutory Authority:* Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.

*Other Statutory Authority:* Act No. 84-499, as amended by Act No. 2010-719 - Baldwin County Commission may appoint real estate agents or other persons in the field of real estate to the Baldwin County Planning and Zoning Commission, such number shall not to exceed 3 members (regardless of status as a “regular” or “temporary one-time” member) of the Baldwin County Planning and Zoning Commission.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
At-Large BCC District Nominee	Daniel Nance 101 Pinetop Circle East Fairhope, AL 36532  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN THE CITY LIMITS OF DAPHNE NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/06/2018 term to commence 11/17/2018	4 years	11/17/2022
BCC District 1 Nominee	Steven Pumphrey Post Office Box 62 Silverhill, AL 36576  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE	Appointed 12/15/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Nancy Mackey  12/15/2020 Accepted the resignation of Nancy Mackey dated 08/25/2020 and thanked her for her prior civic service	4 years	10/07/2023
BCC District 1 Nominee	Jason M. Padgett 53689 Highway 59 Stockton, AL 36579  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 07/07/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Arthur Oken  07/07/2020 Accepted the resignation of Arthur Oken dated 02/28/2020 and thanked him for his prior civic service	4 years	07/17/2022
BCC District 2 Nominee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 08/07/2018 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Cassie Boatwright  02/19/2019 Administrative correction: Changed Brandon Bias' placement from BCC District Nominee 1 to 2	4 years	11/01/2021

# BALDWIN COUNTY PLANNING AND ZONING COMMISSION – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
BCC District 2 Nominee	<p>Plumer Tonsmeire 17200-C Scenic Highway 98 Fairhope, AL 36532</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 09/03/2019 for a pro-rata reduced term, to fill the place-seat and unexpired term formerly held by Doug Thomas</p> <p>09/3/2019 Accepted the resignation of Doug Thomas, dated 7/8/2019 and thanked him for his prior civic service</p>	4 years	10/21/2021
BCC District 2 Nominee (Temporary One-time Member)	<p>William (Bill) Booher 17472 Stillwood Lane Fairhope, AL 36532</p> <p><u>Mailing Address:</u> P.O. Box 647 Point Clear, AL 36564</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Appointed 07/06/2021 as a temporary one-time member to fill the place seat for the new Planning District 19.	3 years	07/06/2024
BCC District 3 Nominee	<p>Robert Davis 17138 County Road 34 South Summerdale, AL 36580</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 08/20/2019 to fill the place seat and expired term formerly held by Marvin Dewane Hayes, for a pro-rata reduced term</p> <p>08/20/2019 Thanked Marvin Dewane Hayes for his prior civic service</p>	4 years	06/30/2023
BCC District 3 Nominee	<p>Michael Mullek 24024 Rawls Road Robertsdale, AL 36567</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 03/02/2021 for pro-rata reduced term, to fill the place seat and unexpired term formerly held by Robert S. Davis, Jr.</p> <p>03/02/2021 Accepted the resignation of Robert S. (Sam) Davis, Jr., dated 02/03/2021 and thanked Mr. Davis for his prior civic service</p>	4 years	03/01/2022
BCC District 4 Nominee	<p>Bonnie Lowry 9327 State Highway 180 Gulf Shores, AL 36542</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Reappointed 11/21/2017 term continuing 11/16/2017	4 years	11/16/2021
BCC District 4 Nominee	<p>David Gregory (Greg) Seibert 24147 Seibert Road Elberta, Alabama 36530</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 04/06/2021 for pro-rata reduced term to fill the place seat and unexpired term formerly held by Kevin Murphy</p> <p>04/06/2021 Accepted the resignation of Kevin Murphy, effective 02/02/2021 and thanked Mr. Murphy for his prior civic service</p>	4 years	12/02/2021
	<b>STAFF MEMBERS</b>	<b>APPOINTED/REAPPOINTED</b>	<b>TERM OF OFFICE</b>	<b>EXP. DATE</b>
Staff Member	<p>Matthew Brown, Planning Director Planning Department 22251 Palmer Street Robertsdale, Alabama 36576</p>		Term of employment as Planning Director	



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1201, **Version:** 1

**Item #:** CA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Huey Hoss Mack, Sheriff

**Submitted by:** Tammy Rider, Executive Assistant

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### **ITEM TITLE**

Baldwin County Sheriff's Office Lifesaver Award Presentations

### **STAFF RECOMMENDATION**

Sheriff Mack will present Lifesaver Awards to Corporal Joshua Griffith, Deputy Holt Johnson, Deputy James Duggan, and Deputy Wyatt Mctigue of the Baldwin County Sheriff's Office.

### **BACKGROUND INFORMATION**

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

**Background:** Sheriff Mack will present Lifesaver awards to Corporal Joshua Griffith, Deputy Holt Johnson and Deputy James Duggan for their actions taken May 16, 2021, in saving the life of a 20-year-old drug overdose victim. Sheriff Mack will also present the Lifesaver award to Deputy Wyatt Mctigue for his actions taken May 8, 2021, in saving the life of a drug overdose victim.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1202, **Version:** 1

**Item #:** CA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Huey Hoss Mack, Sheriff

**Submitted by:** Tammy Rider, Executive Assistant

---

### **ITEM TITLE**

Presentation to Baldwin County Sheriff's Deputies - 92<sup>nd</sup> Division Buffalo Soldiers and Patriot Guard Riders

### **STAFF RECOMMENDATION**

Mr. Eddie Irby with the 92<sup>nd</sup> Division Buffalo Soldiers and Patriot Guard Riders will be present to honor Deputy Devin Stringer and Deputy Robert Dewberry with the Baldwin County Sheriff's Office for their actions taken during a Military Veteran's Funeral Service.

### **BACKGROUND INFORMATION**

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

**Background:** The 92<sup>nd</sup> Division Buffalo Soldiers and the Patriot Guard Riders would like to honor Deputy Devin Stringer and Deputy Robert Dewberry for actions taken during a 100-year-old military veteran's funeral in July 2021. Mr. Eddie Irby from the Buffalo Soldiers will be in attendance to present.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1222, **Version:** 1

**Item #:** CA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Felisha Anderson, Director of Archives/County Archivist

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### **ITEM TITLE**

Proclamation - Baldwin County Fair Week - September 21-25, 2021

### **STAFF RECOMMENDATION**

Adopt a Proclamation which proclaims September 21-25, 2021, as "Baldwin County Fair Week" in Baldwin County, Alabama, and encourages the public to attend and enjoy the Baldwin County Fair.

### **BACKGROUND INFORMATION**

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

#### **Background:**

Since Elkanah Watson's first small county fair in the early 1800s, fairs have shown few signs of decline. Today, there are approximately 2,000 county and state fairs nationwide. Some of these fairs draw in more than 1,000,000 attendees each year, making them some of the most greatly attended events in the country.

While the main draw of many modern fairs are the extensive midways and live performances, the Baldwin County Fair still features an educational component. Groups like 4-H and Future Farmers of America encourages young people to participate in agriculture.

Established in 1948, the Baldwin County Fair is the longest running county fair in the state. The fair draws thousands of residents from throughout Baldwin County and the surrounding areas each year.

Each year, the fair features more than 1,000 competitive exhibits, including antiques, art, crafts and hobbies, environmental art, scrapbooking, sewing, food preparation and preservation, horticulture and agronomy, photography and livestock exhibits, along with environmental exhibits, featuring schools and civic organizations.

The Baldwin County Fair will commence on Tuesday, September 21, 2021, and conclude on Saturday, September 25, 2021, at the Baldwin County Coliseum Fairgrounds. The location of the Baldwin County Coliseum is 19477 Fairgrounds Road, Robertsedale, Alabama 36567.

The Baldwin County Commission would like to proclaim September 21-25, 2021, as "Baldwin County Fair Week," in Baldwin County, Alabama, and encourage the public to attend and enjoy the Baldwin County Fair.

Mr. Sonny Hankins with the Baldwin County Cattle and Fair Association will be in attendance to accept the proclamation.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration - Have Proclamation signed by Chairman/County Administrator prior to 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

## PROCLAMATION

**PROCLAIMING SEPTEMBER 21-25, 2021, AS “BALDWIN COUNTY FAIR WEEK” IN BALDWIN COUNTY, ALABAMA.**

WHEREAS, September 21-25, 2021, remains an important time in Baldwin County, a time set aside for the public to enjoy the Baldwin County Fair; and

WHEREAS, a County Fair, in any part of America, invokes memories of youthful joy whereby carnival rides, agricultural displays and games were to be enjoyed by all; and

WHEREAS, established in 1948, the Baldwin County Fair is the longest running county fair in the state; and

WHEREAS, the fair focuses on activities for men, women, and children educating attendees about agriculture, featuring animal exhibits, demonstrations, entertainment acts, music acts, carnival rides and other general amusements; and

WHEREAS, in Baldwin County, the Baldwin County Fair will commence on Tuesday, September 21, 2021, and conclude on Saturday, September 25, 2021, at the Baldwin County Fairgrounds, the location of the Baldwin County Coliseum at 19477 Fairground Road in Robertsedale, Alabama: now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside September 21-25, 2021, as “Baldwin County Fair Week,” in Baldwin County, Alabama, and encourage all to attend and enjoy the Baldwin County Fair.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 7<sup>th</sup> day of September 2021.

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Commissioner Joe Davis, III., Chairman

ATTEST:

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Wayne Dyess, County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1260, **Version:** 1

**Item #:** DR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** Matthew Brown, Planning Director

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### **ITEM TITLE**

Case No. S-20069 Hookbone RV Park Appeal from the Baldwin County Zoning Administrator Denial of Final Site Plan Application

### **STAFF RECOMMENDATION**

Conduct a public hearing regarding Case No. S-20069, Hookbone RV Park, appeal from the Baldwin County Zoning Administrator denial of a Final Site Plan application for a proposed 46-site recreational vehicle park in the Summerdale area and take one of the following actions **(please select one)**:

- 1) Affirm the decision of the Baldwin County Planning Director and deny the Final Site Plan Application for Case No. S-20069, Hookbone RV Park; **or**
- 2) Reverse the decision of the Baldwin County Planning Director and approve the Final Site Plan Application for Case No. S-20069, Hookbone RV Park; **or**
- 3) Modify the decision of the Baldwin County Planning Director as it relates to the Final Site Plan Application for Case No. S-20069, Hookbone RV Park.

### **BACKGROUND INFORMATION**

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

#### **Background:**

In unzoned areas, the Baldwin County Subdivision Regulations require that:

**“RV parks and campgrounds sites / units shall be located a minimum of thirty (30) feet from any exterior property line or wetland.”**

On November 5, 2020, the Baldwin County Planning Commission heard, and, on staff's recommendation, approved a Final Site Plan for Hookbone RV Park with forty-one (41) recreational vehicle sites. The Final Site Plan was approved at that November meeting with all sites encroaching into the 30-foot RV park setback required in the subdivision regulations. (See Attachment A - Original



Site Plan)

The property is located within the Summerdale extraterritorial jurisdiction (ETJ), so it is not completely clear why the case was brought to the County Planning Commission. There may have been a prior practice of bringing all Planned Developments to the County Planning Commission even though the subdivision regulations require only administrative approval of Planned Developments within an ETJ.

Because the project was located in the Summerdale ETJ, the Summerdale Planning Commission also heard the case on February 18, 2021, and approved a "Preliminary Plat" for the Hookbone RV Park with a substantial reconfiguration, the addition of more RV sites, and numerous variances.

The substantial changes required the applicant to come back to the county for approval of the revised site plan. On rereview, the County Planning and Zoning staff discovered the encroachment into the required 30' setback line and informed the applicant that he would need to apply for a variance. (See Attachment B - Revised Site Plan)

The variance request was heard at the August 5, 2021, Baldwin County Planning Commission meeting. Staff recommended denial due to the non-demonstration of a hardship for which a variance is warranted. However, staff also highlighted the nuance of the particular situation and the fact that Summerdale supported approval of the RV park with a smaller setback. The Planning Commission denied the variance request by a vote of 4 to 2. (See Attachment C - Variance Staff Report)

On August 9, 2021, Matthew Brown, in his capacity as the Planning Director, denied the Hookbone RV Park Final Site Plan application due to the prior denial of the variance request.

Staff received a notice of appeal from the applicant, Mr. Ricky Hudson, on August 9, 2021, which is within the 30 days required for an appeal under the Subdivision Regulations. On August 12, 2021, Matthew Brown submitted a copy of the file to the County Commission, County Administrator, County Attorney, and the County Engineer as required by the Subdivision Regulations.

The subdivision regulations dictate that appeals "shall be heard by the Baldwin County Commission at such regular or special meeting as the Baldwin County Commission shall determine, in its discretion." And that, "[i]n the hearing of such appeals, the standard of review to be exercised by the Baldwin County Commission shall be de novo."

In a de novo review, the Baldwin County Commission will review the decision of the Planning Commission as if it were a completely new case and as if the Planning Commission had not rendered a decision.

Staff mailed a notice of the public hearing for the appeal to adjacent property owners on August 27, 2021.

## **FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

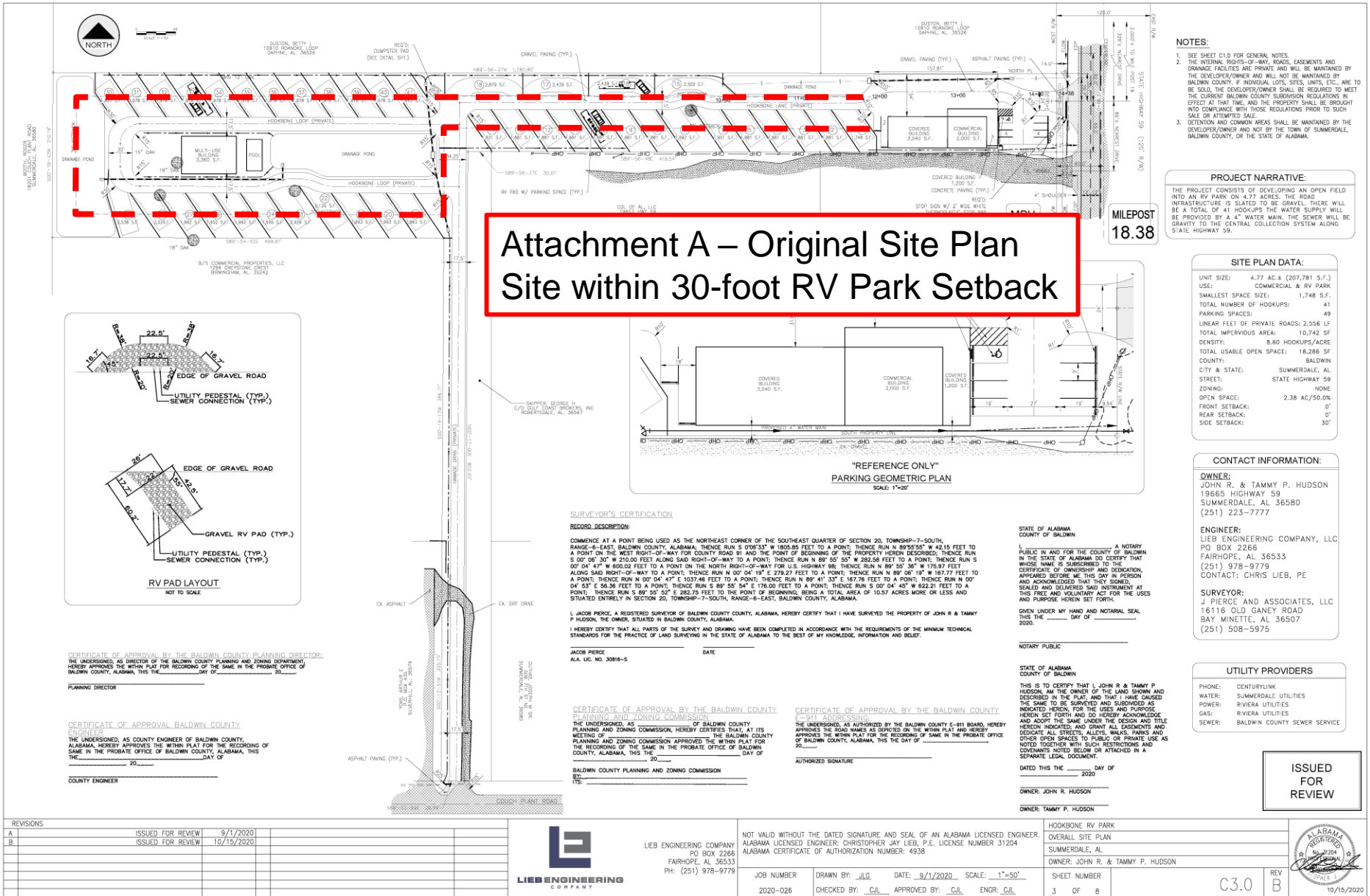
**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff to send notice of Commission decision to the individual(s) below.

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

Mr. Ricky Hudson  
19665 Highway 59  
Summerdale, AL 36542

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



# Attachment A – Original Site Plan Site within 30-foot RV Park Setback

- NOTES:**
- SEE SHEET C1.0 FOR GENERAL NOTES.
  - THE INTERNAL RIGHTS-OF-WAY, ROADS, EASEMENTS AND DRAINAGE FACILITIES ARE PRIVATE AND WILL BE MAINTAINED BY THE DEVELOPER/OWNER AND WILL NOT BE MAINTAINED BY BALDWIN COUNTY. IF INDIVIDUAL LOTS, SITES, UTILITIES, 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.
  - DETENTION AND COMMON AREAS SHALL BE MAINTAINED BY THE DEVELOPER/OWNER AND NOT BY THE TOWN OF SUMMERDALE, BALDWIN COUNTY, OR THE STATE OF ALABAMA.

**PROJECT NARRATIVE:**

THE PROJECT CONSISTS OF DEVELOPING AN OPEN FIELD INTO AN RV PARK ON 4.77 ACRES. THE ROAD INFRASTRUCTURE IS SLATED TO BE GRAVEL. THERE WILL BE A TOTAL OF 41 HOOKUPS. THE WATER SUPPLY WILL BE PROVIDED BY A 4" WATER MAIN, THE SEWER WILL BE GRAVITY TO THE CENTRAL COLLECTION SYSTEM ALONG STATE HIGHWAY 59.

**SITE PLAN DATA:**

UNIT SIZE:	4.77 AC.± (207,781 S.F.)
USE:	COMMERCIAL & RV PARK
SMALLEST SPACE SIZE:	1,748 S.F.
TOTAL NUMBER OF HOOKUPS:	41
PARKING SPACES:	49
LINEAR FEET OF PRIVATE ROADS:	2,556 LF
TOTAL IMPERVIOUS AREA:	10,742 SF
DENSITY:	8.60 HOOKUPS/ACRE
TOTAL USABLE OPEN SPACE:	18,286 SF
COUNTY:	BALDWIN
CITY & STATE:	SUMMERDALE, AL
STREET:	STATE HIGHWAY 59
ZONING:	NONE
OPEN SPACE:	2.38 AC/50.0%
FRONT SETBACK:	0'
REAR SETBACK:	0'
SIDE SETBACK:	30'

**CONTACT INFORMATION:**

**OWNER:**  
JOHN R. & TAMMY P. HUDSON  
19665 HIGHWAY 59  
SUMMERDALE, AL 36580  
(251) 223-7777

**ENGINEER:**  
LIEB ENGINEERING COMPANY, LLC  
PO BOX 2266  
FAIRHOPE, AL 36533  
(251) 978-9779  
CONTACT: CHRIS LIEB, PE

**SURVEYOR:**  
J PIERCE AND ASSOCIATES, LLC  
16115 OLD GANLEY ROAD  
BAY MINETTE, AL 36507  
(251) 508-5975

**UTILITY PROVIDERS**

PHONE:	CENTURYLINK
WATER:	SUMMERDALE UTILITIES
POWER:	RICHERA UTILITIES
GAS:	RICHERA UTILITIES
SEWER:	BALDWIN COUNTY SEWER SERVICE

**ISSUED FOR REVIEW**

**REVISIONS**

A	ISSUED FOR REVIEW	9/1/2020
B	ISSUED FOR REVIEW	10/15/2020

**CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY PLANNING DIRECTOR:**

THE UNDERSIGNED, AS DIRECTOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE WITHIN PLAN FOR RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING DIRECTOR \_\_\_\_\_

**CERTIFICATE OF APPROVAL BALDWIN COUNTY ENGINEER:**

THE UNDERSIGNED, AS COUNTY ENGINEER OF BALDWIN COUNTY, ALABAMA, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS \_\_\_\_\_ 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 PLAN FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BALDWIN COUNTY PLANNING AND ZONING COMMISSION  
BY: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY ENGINEER:**

THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY ENGINEER, HEREBY CERTIFIES THAT, AT ITS MEETING OF \_\_\_\_\_, THE BALDWIN COUNTY ENGINEER APPROVED THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

AUTHORIZED SIGNATURE \_\_\_\_\_

HOOKBONE RV PARK	RECEIVED
OVERALL SITE PLAN	2020
SUMMERDALE, AL	10/15/2020
OWNER: JOHN R. & TAMMY P. HUDSON	REV B
SHEET NUMBER	C3.0
3 OF 8	10/15/2020



LIEB ENGINEERING COMPANY  
PO BOX 2266  
FAIRHOPE, AL 36533  
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.  
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204  
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER	DRAWN BY: JLG	DATE: 9/1/2020	SCALE: 1"=50'
2020-026	CHECKED BY: CIL	APPROVED BY: CIL	ENGR: CIL



**Baldwin County Planning and Zoning Commission**  
**Case No. S-20069 – Hookbone RV Park**  
**Variance Request Approval**  
**Staff Report for Planning and Zoning Commission Public Hearing**  
**August 5, 2021**

This report is prepared by the Baldwin County Planning and Zoning, Subdivision Staff to provide information to the Baldwin County Planning and Zoning Commission to assist in making decisions on this application.

**I. PUBLIC HEARINGS:**

**Planning Commission:** August 5, 2021                      Variance Request Approval Pending  
November 5, 2019                      Final Site Plan Approval

**Attachments:** Town of Summerdale approvals  
Vicinity Map  
Site Map  
Proposed Site Plan  
Exhibit submitted by applicant

**II. IDENTIFICATION AND LOCATIONAL INFORMATION:**

**Planning District:** District 18 – Unzoned

**Location of Property:** The subject property is located on the west side of State Highway 59 north of Couch Plant Road on 4.77 acres +/- in the Summerdale area.

**Parcel Number:** 05-48-04-19-0-000-004.008  
05-48-04-19-0-000-004.052  
05-48-04-19-0-000-004.051

**Report Prepared By:** Mary Booth, Subdivision Coordinator

**III. SUBDIVISION PROPOSAL:**

The applicant/developer is proposing to construct 46 gravel-pad RV spaces on a 4.77 acre site in the Summerdale area west of State HWY 59 and North of Couch Plant Road.

**Owner/Developer:** John R. and Tammy Hudson  
19665 State Highway 59  
Summerdale, AL 36580

**Engineer:** Chris Lieb, PE  
Lieb Engineering Company, LLC  
PO Box 2266  
Fairhope, AL 36533

**Surveyor:** J. Pierce and Associates  
16116 Old Ganey Road  
Bay Minette, AL 36507

**Request:** The applicant is requesting a Variance approval for the above-mentioned subdivision from the Baldwin County Planning and Zoning Commission to allow for a variance of the current subdivision regulations from the required 30' setback requirements.

#### **IV. PUBLIC UTILITIES AND SITE CONSIDERATIONS:**

<b>Public Utilities Services:</b>	Water:	Summerdale Utilities
	Sewer:	Baldwin County Sewer Service
	Electricity:	Riviera Utilities
	Gas:	Riviera Utilities
	Telephone:	Centurylink

**Transportation:** The proposed RV Park will be accessed from a private drive connected to State Highway 59.

#### **V. STAFF COMMENTS:**

##### Items for consideration:

1. 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.

- Staff does not believe granting of a variance in this particular case will be detrimental to the public safety, health or welfare or injurious to other property at this time.

(b) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought.

- No features unique to the property for which a variance is warranted could be identified by staff.

(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;

- No particular physical surroundings, shape, or topographical conditions of the specific property involved could be identified by staff that would create a hardship for which a variance is warranted.

(d) The variance will not in any manner vary the provisions of other adopted policies and regulations of the Baldwin County Commission.

- The variance, if approved, would vary from the subdivision regulations that are in place at the time of the variance request.

(e) Inconvenience, financial concerns, or self-imposed conditions shall not be considered as a hardship for the purpose of granting the variance.

- Staff does not believe the granting of the variance shall be considered due to a hardship for inconvenience, financial concerns, or self-imposed conditions.



2. The Final Site Plan that was approved during the November 7, 2019 Planning Commission was for 41 hook-ups. Since this project was located within the Town of Summerdale's planning jurisdiction, the Town of Summerdale exercised their review authority and held a public meeting on February 18, 2021. Conditions for Town of Summerdale included a paving requirement that resulted in a revised road layout and multiple variances which are included in the attached email from the Town of Summerdale.

4. The revised road layout resulted in a drainage structure being located within the Highway Construction Setback. A variance request for allowing a drainage structure within the Highway Construction setback was submitted to Baldwin County Planning and Zoning in April 2021, but, due to a recommendation for denial for lack of hardship, the owners withdrew the variance and modified their site plan to move the drainage structure from within the Highway Construction Setback.

3. Revised final site plans were resubmitted to Baldwin County Planning and Zoning for administrative approval June 2021. The revised plans show the lot layout with the proposed RV pads within the 30' building setback. Although the Town of Summerdale granted a variance from the setbacks, the owners and engineer of record were notified that the lot layout did not meet the requirements of the current subdivision regulations and a modified site plan would be required to remove the pads from within the 30' setback. Additionally, the modified site plan now includes 46 hook-ups.

4. The owner/applicant submitted a variance request in June 2021 with a 0' front and rear setback and a 30' side setback. However, per current subdivision regulations, Article 5.16(f)1, RV parks and campgrounds sites/ units shall be located a minimum of thirty (30) feet from any exterior property line or wetland.

#### **VI. RECOMMENDATIONS:**

Staff recommends that the Variance Request for Case No. S-20069, Hookbone RV Resort be **DENIED** due to the non-demonstration of a hardship for which a variance is warranted.

**From:** [Chasity Davis](#)  
**To:** [Mary Booth](#)  
**Subject:** Re: Hookbone RV Park - Follow up email (Town of Summerdale)  
**Date:** Wednesday, June 23, 2021 2:33:11 PM  
**Attachments:** [image001.png](#)

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

Mary, If there is something else you need from me please let me know. Thanks again.

***Chasity York Davis***  
*Planning & Zoning*  
*Business Licenses*

*Town of Summerdale*  
*502 W Lee Ave*  
*Summerdale, AL 36580*  
*251.989.6202 ext. 2 (p)*  
*251.989.7447 (f)*

*"Today I create a wonderful new day and a wonderful new future."*

On Wed, Jun 23, 2021 at 2:20 PM Chasity Davis <[planning@summerdaleal.com](mailto:planning@summerdaleal.com)> wrote:  
Mary - Thank you for speaking with me today.

The Summerdale Planning Commission voted to approve the Hookbone RV Park preliminary plat with the following variances to the Town of Summerdale Subdivision Regulations:

*5.3.1 Table 1: Minimum Design Standard for Streets:* Hookbone does not show a right-of-way associated with roads as opposed to the 50' right-of-way required, David Wilson moved to approve, seconded by Jason Dixon. All ayes.

*5.3.5 b. 1. Lot sizes of land not subject to zoning:* Hookbone is an RV Park with individual RV spaces for rent on a single parcel of land, Stacey Martin moved to approve, seconded by Ken Gates. All ayes. ([This variance was given to this section of the Subdivision Regulations which also gave a variance to the setbacks.](#))

*7.1.2 Grading of Right of Way* – Hookbone was given a variance to the right-of-way requirement so this does not apply, David Wilson moved to approve, seconded by Jason Dixon. All ayes.

*7.1.4 Sidewalks* – Hookbone has no sidewalks as required in the subdivision regulations, however, there is a paved walkway to the community amenities to assist tenants with disabilities, Jason Dixon moved to approve, seconded by Dana Thompson. Upon vote: Ayes: Robert Davis, Jason Dixon, Norma Giles, Stacey Martin, Dana Thompson, and David Wilson. Voting no: Ken Gates. Abstaining: None.

Since the initial approval, there have been some minor revisions to the plan as submitted to Baldwin County as a site plan, namely a unit has been removed and the drainage pond has been relocated. The Summerdale Planning Commission has discussed those minor changes and approves.

It is our understanding that even with a granted variance from the Town of Summerdale Subdivision Regulations, Mr. Hudson will still need to comply with Baldwin County regulations or request a variance to those regulations.

Please let me know if you need anything additional.

***Chasity York Davis***  
*Planning & Zoning*  
*Business Licenses*

*Town of Summerdale*  
*502 W Lee Ave*  
*Summerdale, AL 36580*  
*251.989.6202 ext. 2 (p)*  
*251.989.7447 (f)*

*"Today I create a wonderful new day and a wonderful new future."*

On Wed, Jun 23, 2021 at 1:39 PM Mary Booth <[MBOOTH@baldwincountyal.gov](mailto:MBOOTH@baldwincountyal.gov)> wrote:

Chasity,

Per our phone conversation, your planning commission has reviewed the site plans and recommended the changes that have been submitted to us. Additionally, your planning commission granted a variance on the setbacks from the Town of Summerdale's Subdivision Regulations.

However, Baldwin County's subdivision regulations require the 30' front/rear/side setbacks for the RV sites. Therefore, Mr. Hudson would need to request a variance from our sub-regs on the setbacks, in which he has been advised. This is not an administrative procedure and must go before our planning commission for their consideration. As per our sub-regs, our recommendation would be to deny the variance request. However, Mr. Hudson and/or his engineer will have an opportunity to speak before the Commission and present his case for his request on the variance. The final decision lies with the Planning Commission, they may approve the variance request and they may deny the variance request.

Further, you will send us an email that the final site plan revisions provided by the Mr. Hudson and his engineer are in compliance with what your Planning Commission approved, with the exception of the setbacks as Mr. Hudson still needs to comply with Baldwin County sub-regs.

If you have any other questions or comments, please contact us as needed.

Thanks,

**Mary Booth, CAPZO**

**Subdivision Coordinator**

**Baldwin County Planning and Zoning**

**22251 Palmer Street**

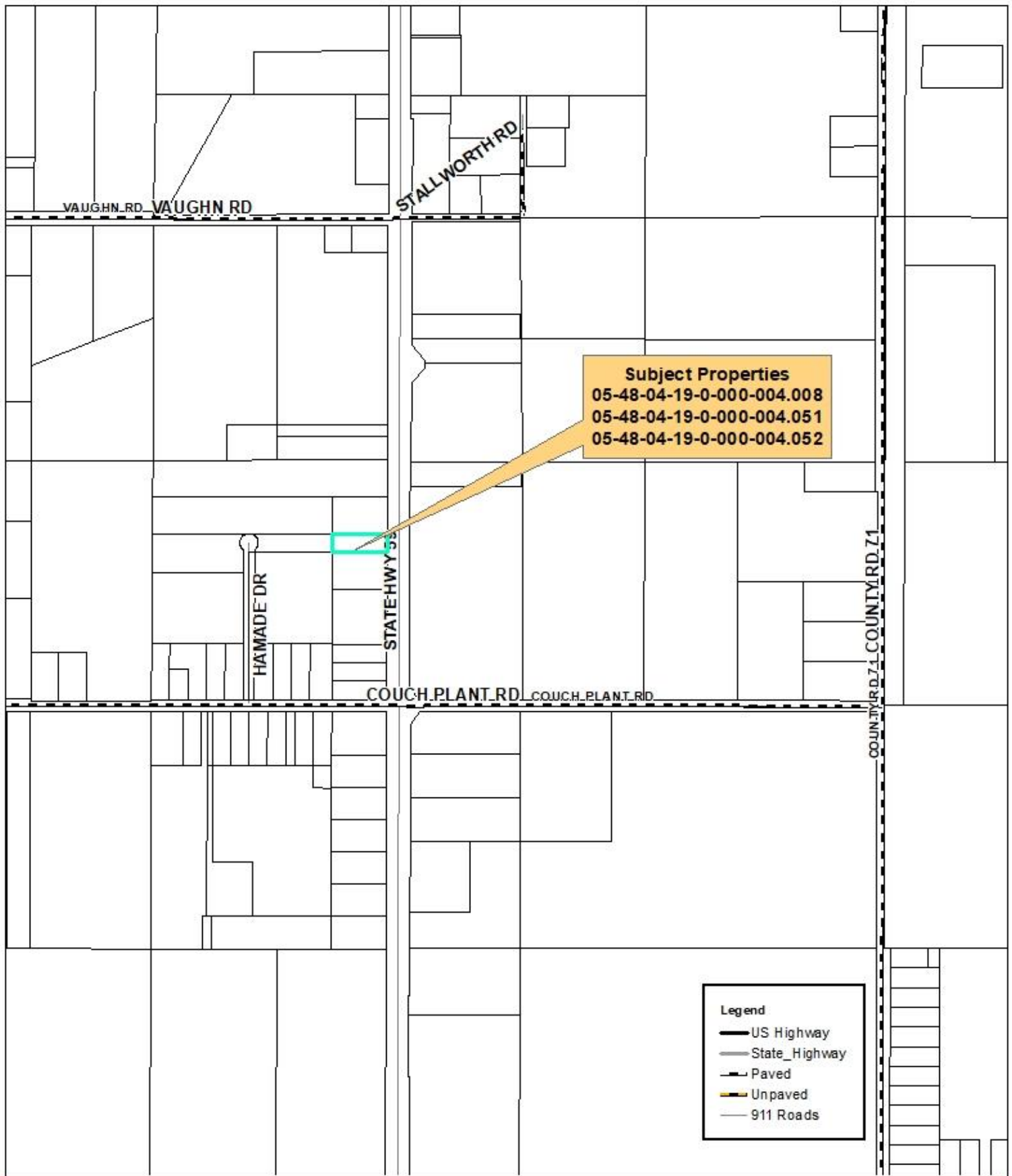
**Robertsdale, AL 36567**

**☎ Office: 251-580-1655**

**✉ E-Mail: [mbooth@baldwincountyal.gov](mailto:mbooth@baldwincountyal.gov)**



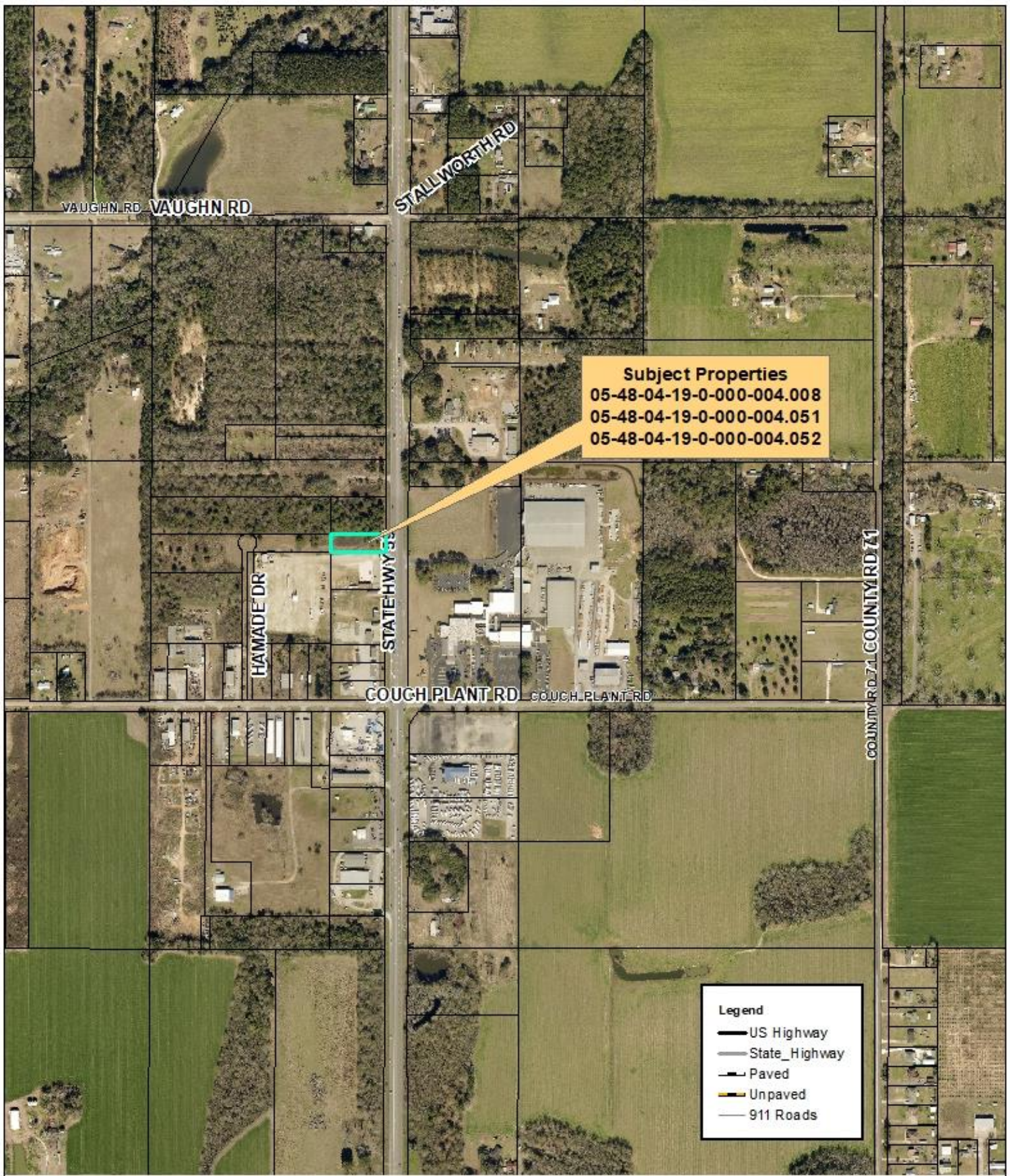
**BALDWIN**  
COUNTY, ALABAMA  
EST 1809



## S-20069 Hookbone RV Park Variance Vicinity Map

0 250 500 1,000 1,500 2,000 2,500  
Feet



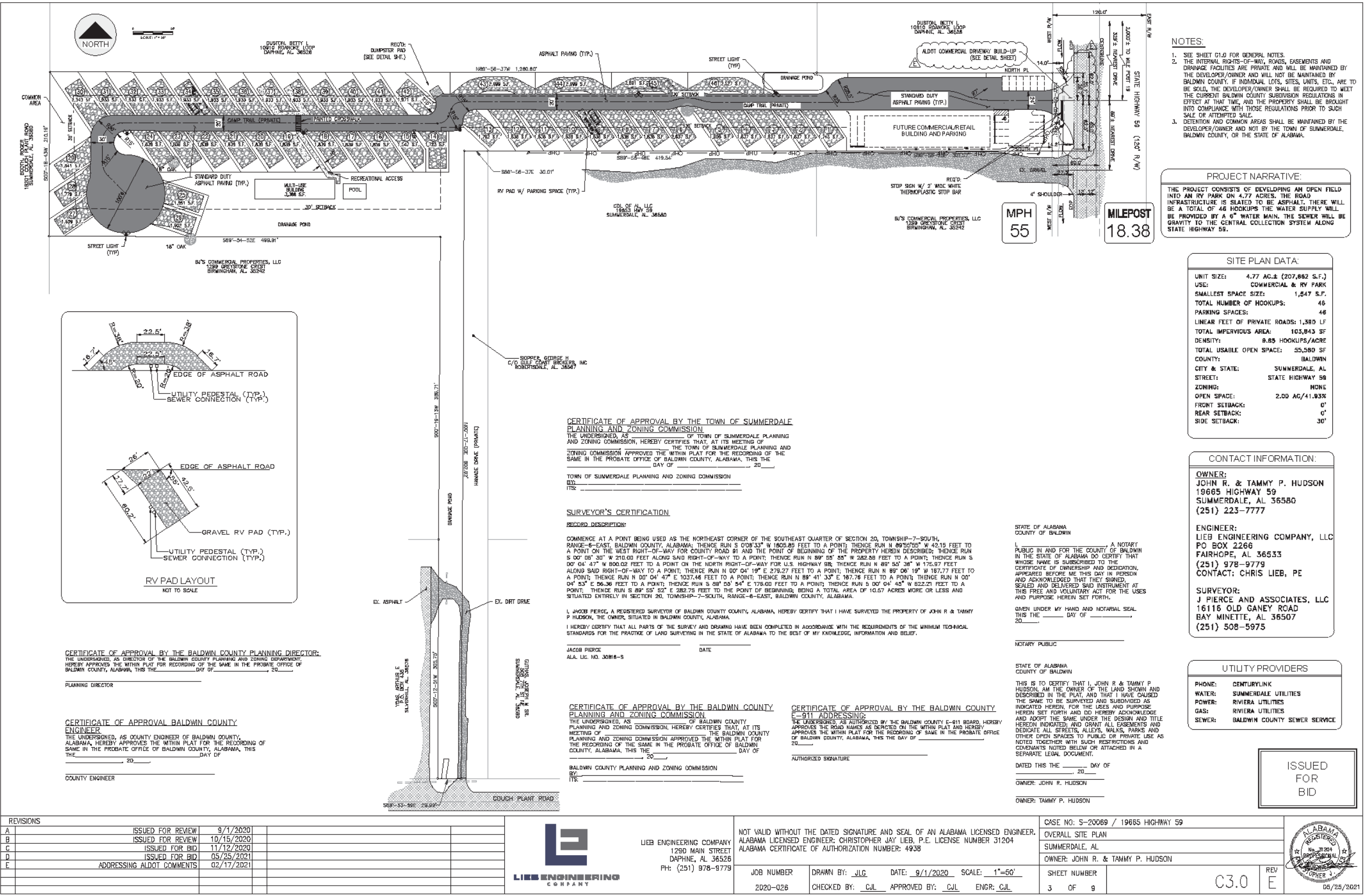


## S-20069 Hookbone RV Park Variance

### Site Map

0 250 500 1,000 1,500 2,000 2,500 Feet





APPEAL REQUEST  
**CASE NO: S-20069 / HOOKBONE RV PARK**

19665 Hwy 59 . Summerdale . Alabama . 36580 . Owners: Ricky (John R) & Tammy Hudson

Baldwin County Planning & Zoning Director  
Attn: Matthew Brown  
22251 Palmer Street  
Robertsdale, AL 36567

August 9, 2021

Mr. Brown,

This letter is to request an “Appeal” of the Baldwin County Planning Commission decision on August 5<sup>th</sup> to “Deny” a Setback “Variance” that in turn required the Baldwin County Planning & Zoning Department to administratively deny S-20069 Final Site Plan application. This is despite Baldwin County Planning Commission’s S-20069 Site Plan Approval with no deficiencies, the City of Summerdale Planning Commission’s Site Plan Approval with Setback Variance and 3 Public hearings to date with no setback concerns from the public. The detailed information included in this 12 page “appeal” request is intended to convey the facts to the Baldwin County Commission of this 1 year Process. See the “Quick Facts” below for a timeline of major events...

**Quick Facts:** First Baldwin County Planning & Zoning RV Setback Comment requiring a “Variance” came after 300+ days from Initial sketch submittal (August 7, 2020), 200+ days after Baldwin County Planning Commission Final Site Plan “Approval” and 100+ days after the City of Summerdale Planning Commission “Approval with Setback Variance” of which all included drawings clearly showing RV’s within this 30’ setback.

Please notify and copy all the relevant persons as per Section 4.7.1 of the Subdivision Regulations and send me a notice when this matter is to be scheduled for a hearing on this appeal.

Thank You,  
Ricky Hudson (Owner)  
19665 Highway 59  
Summerdale, AL 36542  
251-223-7777  
Email: rhudson@hookbone.com

After 1 Year, 2 Planning Commission Approvals, 3 Public Hearings, Project S-20069 Final Site Plan Application is administratively “Denied” by Baldwin County Planning & Zoning

## General Timeline of Events: August 2020 thru August 2021

(Primary focus on Baldwin County 30’ RV Site Setback Variance Denial)

August 7, 2020 - Initial conversation with Baldwin County Planning & Zoning on proposed RV Park. Initial sketch shown & sent via email. 5’ RV Site Setback clearly shown on Sketch. (See attachment “A”)

August 12, 2020 – Initial meeting with Baldwin County Planning & Zoning on proposed RV Park Sketch. 5’ RV Site Setback clearly shown on Sketch. (See attachment “A”)

September/October/November 2020 - Site Plan and Drainage Reports submitted to the Baldwin County Planning & Zoning

October 1, 2020 - Baldwin County Planning Commission Site Plan Review. Planning Meeting Cancelled due to Hurricane Sally

November 5, 2020 - Baldwin County Planning & Zoning recommends S-20069 RV Park Site Plan for approval to Baldwin County Planning Commission and the S-20069 Site Plan is approved (See attachment “B”)

December 2020 - City of Summerdale Planning meeting cancelled due to quorum not met

January 2021 - The City of Summerdale let us know that paving was highly suggested and other variances would need to be required

January 2021 - Due to the paving requirement by the City of Summerdale, the road layout was changed to lower paving cost

January 2021 - Special meeting with the City of Summerdale due to the decision an RV Park would be considered a full "Subdivision" and would require variances for items not typical of an RV park

February 18, 2021 - City of Summerdale Planning Commission approved the Site Plan/Plat with variances (See attachment “C” & “D”)

February 19, 2021 – Baldwin County Planning & Zoning was notified of the City of Summerdale Planning Commission approval with variances and that changes were made to the project design (See attachment “E”)

March 8, 2021 – Baldwin County Planning & Zoning stated that "Since this development is located with Summerdale's planning jurisdiction, we will not need to submit to our Planning Commission for approval of the changes and will review administratively."

March 2021 - Back and forth discussions between the Baldwin County Planning & Zoning, County Engineer and owners Engineer. It was determined that a Construction Setback Variance would be required by Baldwin County Planning Commission for Hwy 59. Variance request was submitted April 2021 (See attachment “E”)

May 21, 2021 – Received email from Baldwin County Planning & Zoning (Buford King) stating it would request the variance to be “Denied”

May 24, 2021 – Owners Engineer Rescinded variance request, Modified drawings to eliminate need for variance (See attachment “G”)

June 2, 2021 – Owner Hand delivered S-20069 “Issued for Recording / IFC” drawings to the Baldwin County Planning & Zoning for review and final signatures

June 3 & 4, 2021 –Baldwin County Planning & Zoning emailed comment requiring 30’ property setback for RV sites. (See attachment “H”)

June 9, 2021 – After approvals by Baldwin County Planning Commission & Summerdale Planning Commission (setback variance approved in Summerdale) Baldwin County Planning & Zoning is now requiring a setback variance to meet County requirements (See attachment “I”)

August 9, 2021 – Baldwin County Planning Commission “Denies” Variance and Baldwin County Planning & Zoning administratively deny S-20069 Final Site Plan application. (See attachment “J”)

Please see items A thru J (Included) for Details & Reference Information

# Attachment: A (August 7 & 12, 2020)

## Proposed Original RV Park Sketch provided to Baldwin County Planning & Zoning for Review

August 7, 2020

A digital copy and a paper copy of this Proposed design was provided to Baldwin County Planning & Zoning (Mary Booth).



August 7, 2020  
Original Proposed RV Park Sketch  
provided to Baldwin County Planning  
& Zoning with 43 RV Sites within  
30' of Property Line

**NO COMMENTS ABOUT  
30' RV SITE SETBACK**

5' RV Site Setback Shown on  
Preliminary Sketch on August 7, 2020

Hudson - 19665 Hwy 59, Summerdale, AL 36580 - Proposed Campground



rhudson@hookbone.com  
To: 'mbooth@baldwincountyal.gov'  
Bcc: 'rhudson@hookbone.com'; 'tammy@cb4go.com'

Reply Reply All Forward  
Fri 8/7/2020 2:02 PM

August 7, 2020 @ 3:58 PM

Baldwin County Planning & Zoning (Mary Booth) sent a Meeting request for 08/12/2020 to review proposed RV Park and was accepted by Ricky Hudson.

Fri 8/7/2020 3:58 PM

rhudson@hookbone.com

Accepted: Ricky Hudson - Proposed RV Park - Hwy 59 Summerdale

When Wednesday, August 12, 2020 2:30 PM-3:00 PM (UTC-06:00) Central Time (US & Canada).

Location Central Annex - 4th Floor - P&Z Conference table

rhudson@hookbone.com has accepted this meeting.

August 7, 2020 @ 4:47 PM

Ricky Hudson forwarded the Baldwin County Planning & Zoning meeting invite to Chris Lieb (Owners Engineer)

Fri 8/7/2020 4:47 PM

rhudson@hookbone.com

Meeting Forward Notification: Ricky Hudson - Proposed RV Park - Hwy 59 Summerdale

We couldn't find this meeting in the calendar. It may have been moved or deleted.

Your meeting was forwarded

rhudson@hookbone.com has forwarded your meeting request to additional people.

Meeting

Ricky Hudson - Proposed RV Park - Hwy 59 Summerdale

Meeting Time

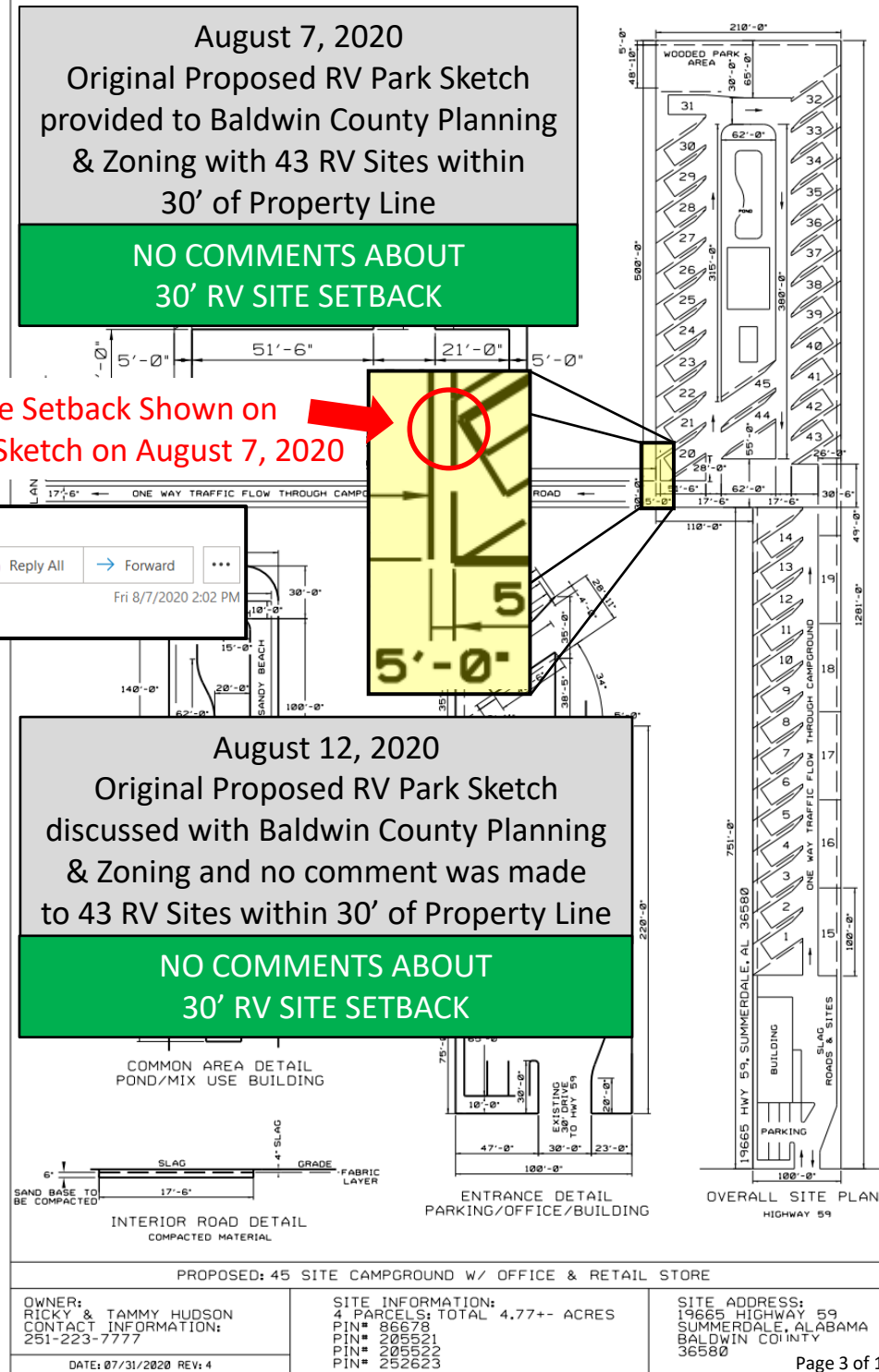
Wednesday, August 12, 2020 2:30 PM - Wednesday, August 12, 2020 3:00 PM

Recipients

clieb@lebensengineering.com

All times listed are in the following time zone: (UTC-06:00) Central Time (US & Canada)

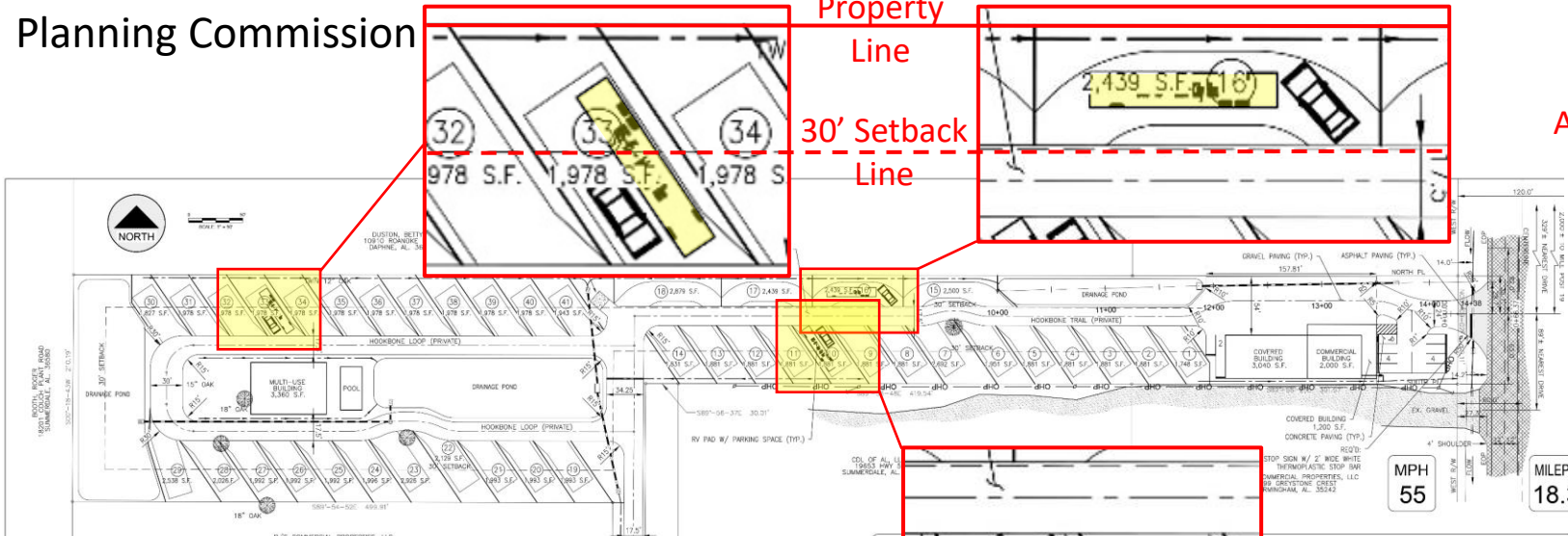
PROPERTY ADDRESS: 19665 HWY 59, SUMMERDALE, ALABAMA 36580





## Planning Commission

**S-20069 SITE PLAN  
RECOMMENDED FOR  
APPROVAL BY BALDWIN  
COUNTY PLANNING &  
ZONING WITH  
RV's CLEARLY  
SHOWN ON THE  
"APPROVED" SITE  
PLAN WITHIN THE 30'  
SETBACK LINE.**



### Baldwin County Planning and Zoning Commission Meeting Minutes

**Thursday, November 5, 2020**

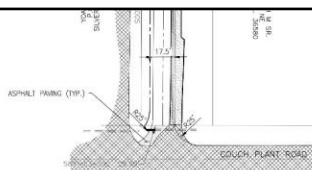
#### e.) CASE S-20069 HOOKBONE RV PARK FINAL SITE PLAN APPROVAL

Mary Booth presented the application for final site plan approval for a 41 site RV resort on approximately 4.77 acres located on the west side of State Highway 59 south of Vaughn Road in the Summerdale area. The property is unzoned in Planning District 18. **Mrs. Booth reported no deficiencies and recommendation of approval by staff.**

Mrs. Booth answered questions. Chris Lieb, Ricky Hudson, and Arthur Yoas signed up in favor of the request. Mr. Lieb and Mr. Hudson spoke and answered questions. Brad Chambers and Brienne Bryant signed up in opposition and spoke. Arthur Yoas also spoke.

Brandon Bias made a motion to approve the request. Daniel Nance seconded the motion. **Robert Davis voted nay. All members voted aye. Motion to approve Case S-20069 Hookbone RV Park Final Site Plan Approval carries on a vote of 4-1.**

CERTIFICATE OF APPROVAL BALDWIN COUNTY  
ENGINEER  
THE UNDERSIGNED, AS COUNTY ENGINEER OF BALDWIN COUNTY,  
ALABAMA, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF  
SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



CERTIFICATE OF APPROVAL BY THE  
PLANNING AND ZONING COMMISSION  
THE UNDERSIGNED, AS CHAIRMAN OF  
PLANNING AND ZONING COMMISSION, HEREBY  
METTING OF PLANNING AND ZONING COMMISSION APPROVES  
THE RECORDING OF THE SAME IN THE PROBATE  
COUNTY, ALABAMA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BYOR'S CERTIFICATION  
DESCRIPTION  
PLACE AT A POINT BEING USED AS THE N  
6-1/2 EAST, BALDWIN COUNTY, ALABAMA  
ON THE WEST RIGHT-OF-WAY FOR CO  
40' 30" W 210.00 FEET ALONG S40 RIG  
40' W 600.00 FEET TO A POINT ON T  
S40 RIG-OF-WAY TO A POINT, THEN  
S. THENCE RUN N 00° 04' 47" E 1037.1  
E 56.36 FEET TO A POINT, THENCE IN  
THENCE RUN S 89° 53' 52" E 282.75  
D ENTIRELY IN SECTION 20, TOWNSHIP

BALDWIN COUNTY PLANNING AND ZONING COM  
BY: \_\_\_\_\_

LIEB ENGINEERING COMPANY  
PO BOX 2266  
FAIRHOPE, AL 36533  
PH: (251) 978-9779

**November 5, 2020**  
**S-20069 Final Site Plan recommended  
for "Approval" by Baldwin County  
Planning & Zoning and approved  
by Baldwin County Planning  
Commission with 41 RV Sites Total &  
with 41 RV Sites within 30' of Property Line**

**NO COMMENTS ABOUT  
30' RV SITE SETBACK**

SITE PLAN DATA:	
UNIT SIZE:	4.77 AC.± (207,781 S.F.)
USE:	COMMERCIAL & RV PARK
SMALLEST SPACE SIZE:	1,748 S.F.
TOTAL NUMBER OF HOOKUPS:	41
PARKING SPACES:	49
LINEAR FEET OF PRIVATE ROADS:	2,556 LF
TOTAL IMPERVIOUS AREA:	10,742 SF
DENSITY:	8.60 HOOKUPS/ACRE
TOTAL USABLE OPEN SPACE:	18,286 SF
COUNTY:	BALDWIN
CITY & STATE:	SUMMERDALE, AL
STREET:	STATE HIGHWAY 59
ZONING:	NONE
OPEN SPACE:	2.38 AC/50.0%
FRONT SETBACK:	0'
REAR SETBACK:	0'
SIDE SETBACK:	30'

#### CONTACT INFORMATION:

**OWNER:**  
JOHN R. & TAMMY P. HUDSON  
19665 HIGHWAY 59  
SUMMERDALE, AL 36580  
(251) 223-7777

**ENGINEER:**  
LIEB ENGINEERING COMPANY, LLC  
PO BOX 2266  
FAIRHOPE, AL 36533  
(251) 978-9779  
CONTACT: CHRIS LIEB, PE

**SURVEYOR:**  
J PIERCE AND ASSOCIATES, LLC  
16116 OLD GANEY ROAD  
BAY MINETTE, AL 36507  
(251) 508-5975

#### UTILITY PROVIDERS

**PHONE:** CENTURYLINK  
**WATER:** SUMMERDALE UTILITIES  
**POWER:** RIVERA UTILITIES  
**GAS:** RIVERA UTILITIES  
**SEWER:** BALDWIN COUNTY SEWER SERVICE

**ISSUED  
FOR  
REVIEW**

REVISIONS	ISSUED FOR REVIEW	DATE
A	ISSUED FOR REVIEW	9/1/2020
B	ISSUED FOR REVIEW	10/15/2020



LIEB ENGINEERING COMPANY  
PO BOX 2266  
FAIRHOPE, AL 36533  
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.  
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER: 31204  
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER: 2020-026  
DRAWN BY: JLG  
DATE: 9/1/2020  
SCALE: 1"=50'  
CHECKED BY: CUL  
APPROVED BY: CUL  
ENGR: CUL

HOOBONE RV PARK  
OVERALL SITE PLAN  
SUMMERDALE, AL  
OWNER: JOHN R. & TAMMY P. HUDSON

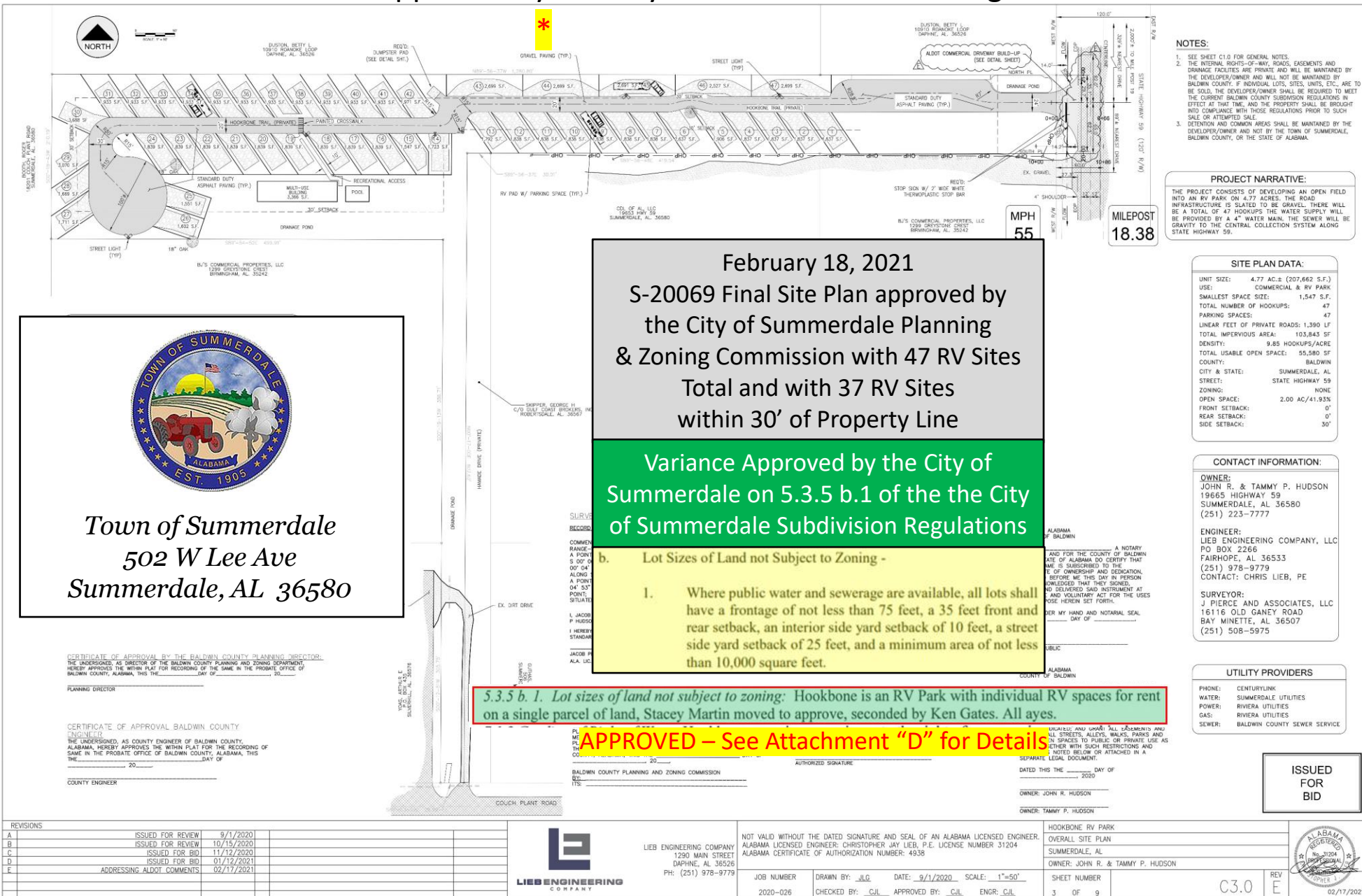
SHEET NUMBER  
3 OF 8

C3.0

REV  
B



S-20069 Final RV Site Plan Approved by the City of Summerdale Planning Commission



\*Site Plan Modified: Due to differing Subdivision Requirements with the City of Summerdale. The Site Plan approved by the Baldwin County Planning Commission was modified primarily due to Road Paving requirements. The City of Summerdale also allowed multiple variances for Lot Widths, Square Footage, Setbacks, ROW, Sidewalks, Road Widths, etc...



Attachment: D (February 18, 2021)  
Setback Variance Approved by the  
City of Summerdale Planning Commission

Partial Comments from the City of Summerdale's  
Meeting Minutes dated February 18, 2021  
(Comments only related to PC21-03 Hookbone  
RV Park Variance Request & Preliminary Plat  
with Variance Requests)



Subdivision and Development Regulations (Revised 2018)

Section 1.2 SHORT TITLE

These regulations and all subsequent amendments, attachments, and supplements thereto shall be known as the *SUMMERDALE SUBDIVISION REGULATIONS*.

- 5.3.5 *Lots.* The size, shape and orientation of non-residential lots shall be such as the Planning Commission deems appropriate for the type of development and use contemplated. Residential lots shall comply with the following requirements:
- a. Lot Sizes of Land Subject to Zoning - The lot size, width, depth, side and rear yard setbacks depend upon the requirements of the zoning district. For further details refer to the Summerdale Zoning

Summerdale, Alabama  
Subdivision Regulations

Page 25.

Setback Variance Approved 02/18/2021

Ordinance. The applicant shall furnish to the commission site drawings to demonstrate compliance. Lots not in compliance shall not have building permits issued unless combined with other lots and reconfigured so as to comply with zoning requirements.

- b. Lot Sizes of Land not Subject to Zoning -
1. Where public water and sewerage are available, all lots shall have a frontage of not less than 75 feet, a 35 feet front and rear setback, an interior side yard setback of 10 feet, a street side yard setback of 25 feet, and a minimum area of not less than 10,000 square feet.

SUMMERDALE PLANNING COMMISSION  
February 18, 2021

The regularly scheduled February Summerdale Planning Commission meeting was called to order by Commission Chairman, Robert Davis on Thursday, February 18, 2021 at 6:00 pm., at the Summerdale Municipal Complex.

Members present: Commission Chairman, Robert Davis, Commission members: Jason Dixon, Ken Gates, Norma Giles, Stacey Martin, Dana Thompson, and David Wilson. Members absent: Paul Davis and Curtis Duncan. Also, in attendance were: Planning and Zoning Coordinator, Chasity Y. Davis; South Alabama Regional Planning Commission Representative, Diane Burnett, Stone Crosby Representative Laura Cocker.

Public Hearing

PC21-03- Hookbone RV Park Variance Requests

The Chairman asked for questions or comments from the public. Ricky Hudson, project developer was present to answer questions. BJ Blanchard expressed drainage concerns.

There being no further comments, the Chairman closed this public hearing and opened the next public hearing.

Old Business

PC21-03- Hookbone RV Park Preliminary Plat with Variance Requests

The Summerdale Planning Commission discussed the Preliminary Plat application and the variance requests from the developer. The Planning Commission voted separately on each request as follows:

5.3.1 *Minimum Standards for Streets Table 1:* Hookbone RV Park street width 20' vs. 25', Stacey Martin moved to approve seconded by David Wilson. All ayes.

5.3.3 *Cul-de-sacs:* Hookbone RV Park dead end street is approximately 1250' in length as opposed to 600' in length without a cul-de-sac, Jason Dixon moved to approve, seconded by Ken Gates. Upon vote: Ayes: Robert Davis, Jason Dixon, Ken Gates, Norma Giles, Stacey Martin, and David Wilson. Voting no: Dana Thompson. Abstaining: None.

5.3.1 *Table 1: Minimum Design Standard for Streets:* Hookbone does not show a right-of-way associated with roads as opposed to the 50' right-of-way required, David Wilson moved to approve, seconded by Jason Dixon. All ayes.

5.3.5 b. 1. *Lot sizes of land not subject to zoning:* Hookbone is an RV Park with individual RV spaces for rent on a single parcel of land, Stacey Martin moved to approve, seconded by Ken Gates. All ayes.

7.1.2 *Grading of Right of Way* - Hookbone was given a variance to the right-of-way requirement so this does not apply, David Wilson moved to approve, seconded by Jason Dixon. All ayes.

7.1.4 *Sidewalks* - Hookbone has no sidewalks as required in the subdivision regulations, however, there is a paved walkway to the community amenities to assist tenants with disabilities, Jason Dixon moved to approve, seconded by Dana Thompson. Upon vote: Ayes: Robert Davis, Jason Dixon, Norma Giles, Stacey Martin, Dana Thompson, and David Wilson. Voting no: Ken Gates. Abstaining: None.

7.1.6 *Fire Plugs* - Hookbone proposed one (1) fire plug. Upon discussion, David Wilson moved to deny the variance request, requiring 2 plugs, seconded by Dana Thompson. All Ayes.

David Wilson moved to approve the preliminary plat with the approved variances, seconded by Dana Thompson. Upon vote: Ayes: Robert Davis, Jason Dixon, Ken Gates, Norma Giles, Stacey Martin, Dana Thompson, and David Wilson. Members voting no: None; Members abstaining: None.

General Business

No General Business was discussed.

There being no further business, Ken Gates moved to adjourn the Summerdale Planning Commission meeting, seconded by Norma Giles. (7:25 pm)

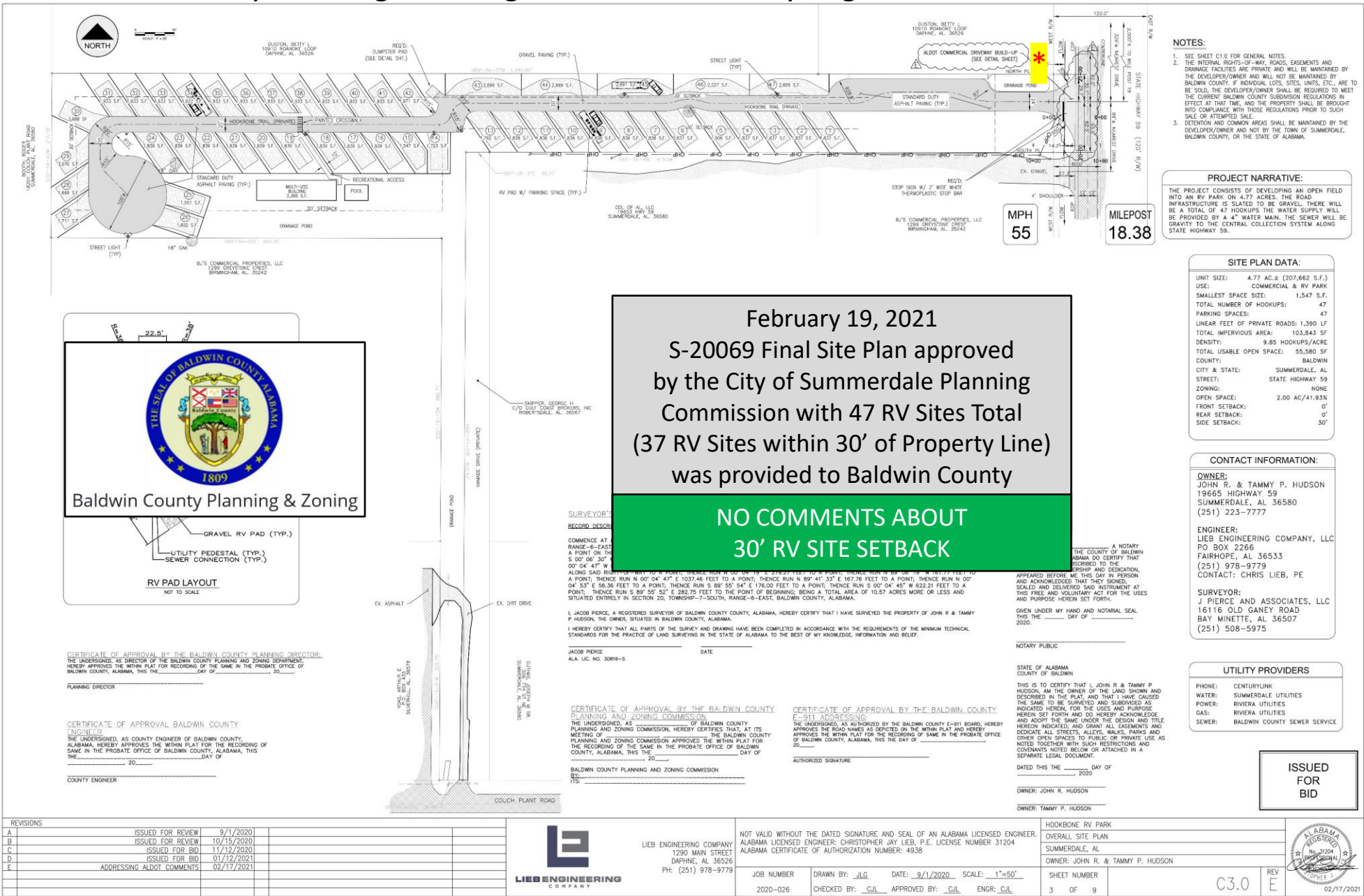
Minutes approved this 18<sup>th</sup> day of March, 2021

Chairman

Secretary

Attachment: E (February 19, 2021)

S-20069 Final RV Site Plan Approved by the City of Summerdale Planning Commission forwarded to Baldwin County Planning & Zoning and Baldwin County Engineer for final review.



- NOTES:
1. SEE SHEET C1.0 FOR GENERAL NOTES.
  2. THE INTERNAL RIGHTS-OF-WAY, ROADS, EASEMENTS AND DRAINAGE FACILITIES ARE PRIVATE AND WILL BE MAINTAINED BY THE DEVELOPER/OWNER AND 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.
  3. DETENTION AND COMMON AREAS SHALL BE MAINTAINED BY THE DEVELOPER/OWNER AND NOT BY THE TOWN OF SUMMERDALE, BALDWIN COUNTY, OR THE STATE OF ALABAMA.

PROJECT NARRATIVE:

THE PROJECT CONSISTS OF DEVELOPING AN OPEN FIELD INTO AN RV PARK ON 4.77 ACRES. THE ROAD INFRASTRUCTURE IS LAYED TO BE GRAVEL. THERE WILL BE A TOTAL OF 47 HOOKUPS. THE WATER SUPPLY WILL BE PROVIDED BY A 4" WATER MAIN. THE SEWER WILL BE GRAVITY TO THE CENTRAL COLLECTION SYSTEM ALONG STATE HIGHWAY 59.

SITE PLAN DATA:

UNIT SIZE:	4.77 AC.± (207,662 S.F.)
USE:	COMMERCIAL & RV PARK
SMALLEST SPACE SIZE:	1,547 S.F.
TOTAL NUMBER OF HOOKUPS:	47
PARKING SPACES:	47
LINEAR FEET OF PRIVATE ROADS:	1,390 LF
TOTAL IMPERVIOUS AREA:	103,843 S.F.
DENSITY:	9.85 HOOKUPS/ACRE
TOTAL USABLE OPEN SPACE:	55,580 S.F.
COUNTY:	BALDWIN
CITY & STATE:	SUMMERDALE, AL
STREET:	STATE HIGHWAY 59
ZONING:	NONE
OPEN SPACE:	2.00 AC/41.93%
FRONT SETBACK:	0'
REAR SETBACK:	0'
SIDE SETBACK:	30'

CONTACT INFORMATION:

OWNER:  
JOHN R. & TAMMY P. HUDSON  
19665 HIGHWAY 59  
SUMMERDALE, AL 36580  
(251) 223-7777

ENGINEER:  
LIEB ENGINEERING COMPANY, LLC  
PO BOX 2266  
FAIRHOPE, AL 36533  
(251) 978-9779  
CONTACT: CHRIS LIEB, PE

SURVEYOR:  
J PIERCE AND ASSOCIATES, LLC  
16116 OLD GANEY ROAD  
BAY MINETTE, AL 36507  
(251) 508-5975

UTILITY PROVIDERS

PHONE:	CENTURYLINK
WATER:	SUMMERDALE UTILITIES
POWER:	RIVERA UTILITIES
GAS:	RIVERA UTILITIES
SEWER:	BALDWIN COUNTY SEWER SERVICE

ISSUED FOR BID

REVISIONS

A	ISSUED FOR REVIEW	9/1/2020
B	ISSUED FOR REVIEW	10/15/2020
C	ISSUED FOR BID	11/12/2020
D	ISSUED FOR BID	01/12/2021
E	ADDRESSING ALDOT COMMENTS	02/17/2021

LIEB ENGINEERING COMPANY  
1290 MAIN STREET  
DAFNE, AL 36526  
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.  
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204  
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER: 2020-026  
DRAWN BY: JLG  
DATE: 9/1/2020  
SCALE: 1"=50'  
CHECKED BY: CJL  
APPROVED BY: CJL  
ENGR: CJL

HOOKSTONE RV PARK  
OVERALL SITE PLAN  
SUMMERDALE, AL  
OWNER: JOHN R. & TAMMY P. HUDSON

SHEET NUMBER: 3 OF 9

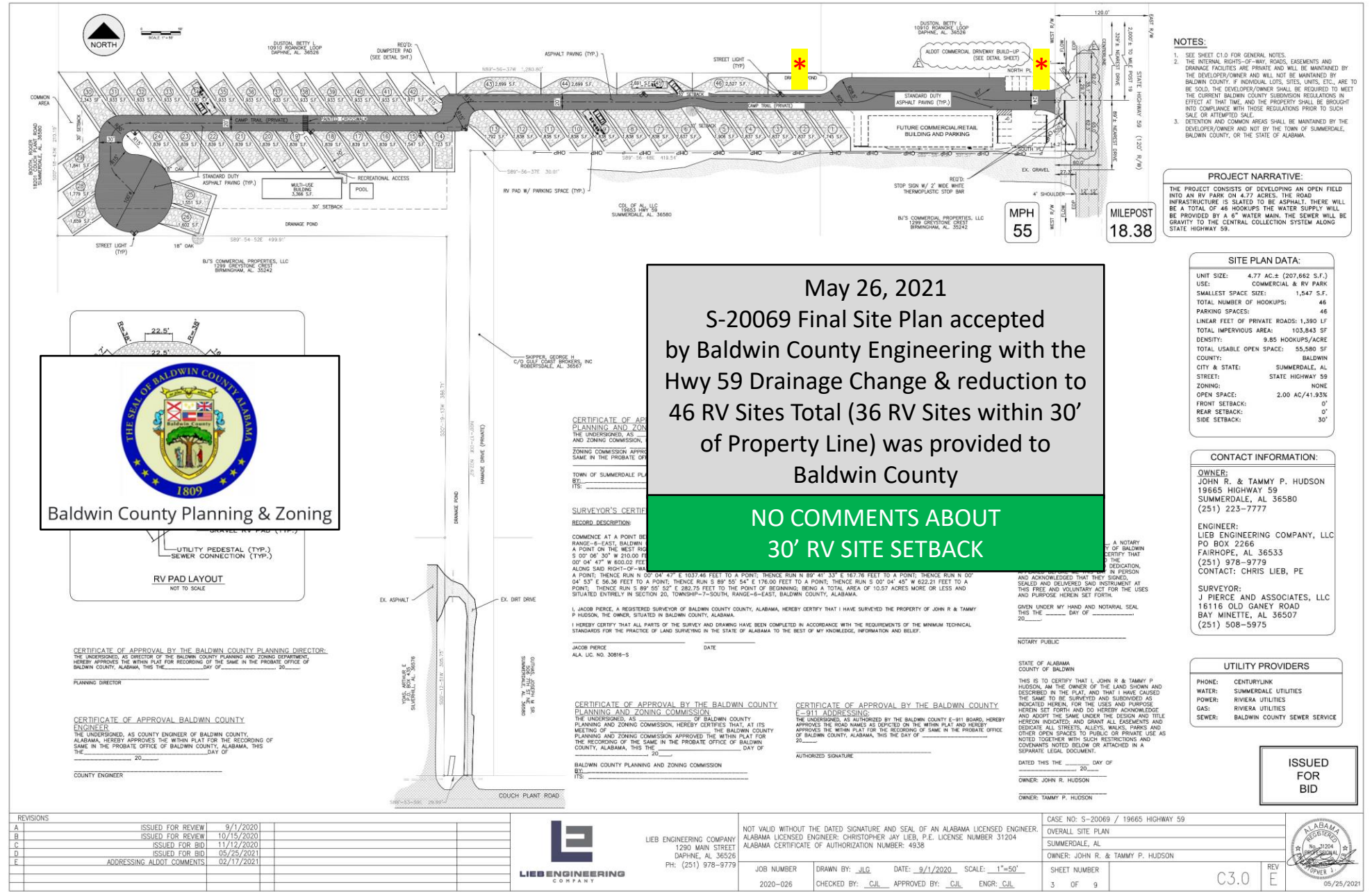
C3.0 REV E

02/17/2021



Attachment: F (May 26, 2021)

S-20069 Final RV Site Plan – Changed due to review & comments by Baldwin County Engineer



\*RV Site Quantity changed to 46 due to Baldwin County Engineer comments (February 24, 2021) regarding a HWY 59 Construction Setback and a May 21, 2021 Construction Setback “Variance” denial recommendation by Buford King

Page 8 of 12






Attachment: H (June 3, 2021)  
Email from Baldwin County Planning & Zoning Stating an Error and a 30' RV Site Setback Requirement

HIGHLIGHTED IN RED, ON JUNE 3, 2021, BALDWIN COUNTY PLANNING & ZONING ADMITS TO MAKING AN ERROR  
300 DAYS PRIOR BY ACCEPTING (AUGUST 7, 2020) & PRESENTING (November 5, 2020) S-20069 FOR APPROVAL  
TO THE BALDWIN COUNTY PLANNING COMMISSION WITH "NO" DEFICIENCIES. (See attachment "I")

Hookbone RV Park - Final Site Plan revisions (5-26-21) - Review Comments

 Mary Booth <MBOOTH@baldwincountyal.gov>  
To Chris Lieb; rhudson@hookbone.com  
Cc Buford King; Jessie Parfait; Chasity Davis

 Reply  Reply All  Forward 

Thu 6/3/2021 2:06 PM

Chris / Ricky,

In my review of the attached overall site plan, I discovered some discrepancies on the final site plan that should not have been accepted on our behalf and presented to the Baldwin County PC on the November 5, 2020 meeting due to the discrepancies/deficiencies. I offer the following comments for the revised site plan for administrative approval:

- o Will need written documentation (email is fine) that the Town of Summerdale has approved the revised site plan.
- o Section 5.16(a)2 – 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. We have the letters of availability, but, nothing is in the file regarding fire protection.
- o Section 5.16(e) – applicant shall provide proof from the appropriate utility companies and/or Health Department that the proposed utilities are adequate for the development. This can be in the form of a written narrative by the EOR confirming coordination with the applicable utilities on the same.
- o Section 5.16(f)1 – sites/units shall be located a minimum of thirty (30) feet from any exterior property line. Please revise the sites so they are not located within the 30' setback. Please clearly show the setbacks on the site plan.
- o Procedurally, this case was presented to our Planning Commission and they approved 41 sites. There is an increase in sites to 46 which would have required additional Baldwin County PC approval. However, Summerdale has since intervened and has presented this development to their Planning Commission. Therefore, we will not need further Baldwin County PC action/approval and any additional revisions/approvals will be administratively approved. We will bring this up in our Baldwin County PC meeting tonight that the previously approved final site should not have been recorded by the Baldwin County PC and any future revisions will be administratively approved.
- o Please note we do not have authority on setbacks for the commercial building as this is unzoned, and the building department issuing the building permit would be responsible for enforcing the building setbacks. Please verify the location of the building has sufficient distance from building setbacks as once the final site plan has been approved and recorded, there can be no changes to the layout without additional approval thereof.
- o The final site plan requirements in Section 9.5.6 are not included on the final site plan sheet (Vicinity Map, Proposed Name, Proposed Development, etc.); topography should be shown but does not need to be included in the site plan being recorded. Please keep in mind the Overall Site Plan is not recorded, only the Final Site Plan sheet (or two as needed). What has been provided to us is the construction plan set, which does not include the final site plan as per Section 9.5.6. The final site plan being recorded shall be the same site plan as shown within the overall construction plans.
- o Please note this is not a plat, and any reference to plat shall be removed and replaced with site plan.
- o The Site Data is not matching the layout. The total number of parking spaces are not included.
- o The typical needs to show the RV pad and parking space for each site.
- o Please add the Parcel ID under Site Plan Data.
- o Please update the setbacks to show 30' Front, 30' Rear and 30' Side.

If you have any other questions, please reach out to us as needed.

Thanks,  
  
Mary Booth, CAPZO  
Subdivision Coordinator  
Baldwin County Planning and Zoning  
22251 Palmer Street  
Robertsdale, AL 36567  
Office: 251-580-1655  
E-Mail: [mbooth@baldwincountyal.gov](mailto:mbooth@baldwincountyal.gov)



AFTER 300 DAYS (August 7, 2020 thru June 2, 2021) THE FIRST COMMENT  
IS MADE BY BALDWIN COUNTY PLANNING & ZONING REGARDING  
A 30' RV SITE SETBACK (HIGHLIGHTED IN YELLOW).

Attachment: I (June 9, 2021)

Email from Baldwin County Planning & Zoning requiring a “Variance” for a 30’ RV Site Setback after 2 Planning Commission Approvals & 2 Public Hearings

RE: Hookbone RV Park - Final Site Plan revisions (5-26-21) - Review Comments



Mary Booth <MBOOTH@baldwincountyal.gov>

To clieb@liebengineering.com; rhudson@hookbone.com

Cc Buford King; Jessie Parfait; 'Chasity Davis'; Matthew Brown

Reply

Reply All

Forward

...

Wed 6/9/2021 1:00 PM

Current County subdivision regulations require the 30’ setback. Only the County Planning Commission can grant a variance from the sub-reg. **Therefore, you would need to submit a variance request for consideration by the County Planning Commission if you so desire.** It is a misconception that a municipality trumps us rather than a municipal planning commission has the power to conduct a public hearing on the case. County Subdivision regulations are still 100% applicable.

Thanks,

Mary Booth, CAPZO  
Subdivision Coordinator  
Baldwin County Planning and Zoning  
22251 Palmer Street  
Robertsdale, AL 36567  
Office: 251-580-1655

E-Mail: [mbooth@baldwincountyal.gov](mailto:mbooth@baldwincountyal.gov)



**November 5, 2020** - Excerpt from Baldwin County Planning & Zoning Commission Meeting Minutes where Case: 20069 was reported with no deficiencies and approval was recommended by Staff and was Approved by the Baldwin County Planning Commission.



**Baldwin County Planning and Zoning Commission  
Meeting Minutes**

**Thursday, November 5, 2020**

**e.) CASE S-20069 HOOKBONE RV PARK FINAL SITE PLAN APPROVAL**

Mary Booth presented the application for final site plan approval for a 41 site RV resort on approximately 4.77 acres located on the west side of State Highway 59 south of Vaughn Road in the Summerdale area. The property is unzoned in Planning District 18. **Mrs. Booth reported no deficiencies and recommendation of approval by staff.**

Mrs. Booth answered questions. Chris Lieb, Ricky Hudson, and Arthur Yoas signed up in favor of the request. Mr. Lieb and Mr. Hudson spoke and answered questions. Brad Chambers and Brianne Bryant signed up in opposition and spoke. Arthur Yoas also spoke.

Brandon Bias made a motion to approve the request. Daniel Nance seconded the motion. **Robert Davis voted nay. All members voted aye. Motion to approve Case S-20069 Hookbone RV Park Final Site Plan Approval carries on a vote of 4-1.**



Attachment: J (August 9, 2021)

After 2 Planning Commission Approvals, 3 Public Hearings & 1 year time period, the letters below are from Baldwin County Planning & Zoning stating the “Denial” of S-20069 Final Site Plan Application.



**BALDWIN COUNTY COMMISSION**

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**PLANNING AND ZONING DEPARTMENT**

Main Office (Robertsdale)  
22251 Palmer Street  
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

[www.planning.baldwincountyal.gov](http://www.planning.baldwincountyal.gov)

August 9, 2021

VIA EMAIL:  
John R and Tammy Hudson  
19665 State Highway 59  
Summerdale, AL 36580  
[rhudson@hookbone.com](mailto:rhudson@hookbone.com)

*Re: Notice of Administrative Denial of Final Site Plan for S-20069, Hookbone RV Park*

Dear Mr. Hudson:

Please see attached Notice of Action from the August 5, 2021, Planning Commission meeting where your Variance Application for the above referenced case was denied. As a result, your Final Site Plan Application approval for case S-20069 is hereby administratively denied.

Please let me know if you have any questions.

Sincerely,

Matthew Brown  
Planning and Zoning Director  
Baldwin County, Alabama

**BALDWIN COUNTY PLANNING & ZONING COMMISSION**

**BALDWIN COUNTY PLANNING & ZONING DEPARTMENT**

Robertsdale Office  
22251 Palmer Street  
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 ACTION TAKEN**

**MEETING DATE:** August 5, 2021

**CASE NUMBER:** S-20069, Hookbone RV Park

**PARCEL ID #:** 05-48-19-0-000-004.008, 05-48-04-19-0-000-004.052  
and 05-48-04-19-0-000-004.051

**PLANNING DISTRICT:** District 18, Un-zoned

**PROPERTY LOCATION:** The subject property is located on the west side of State Highway 59, north of Couch Plant Road on 4.77 acres+/- in the Summerdale area.

**APPLICANT:** John R and Tammy Hudson  
19665 State Highway 59  
Summerdale, AL 36580

**OWNER:** SAME

**REQUEST:** Variance Request.

**ACTION TAKEN:** DENIED

Zoning Administrator or designee

**Baldwin County Planning and Zoning Commission**  
**Case No. S-20069 – Hookbone RV Park**  
**Final Site Plan Approval**

Staff Report for Planning and Zoning Commission Public Hearing

**November 5, 2020**

This report is prepared by the Baldwin County Planning and Zoning, Subdivision Staff to provide information to the Baldwin County Planning and Zoning Commission to assist in making decisions on this application.

**I. PUBLIC HEARINGS:**

**Planning Commission:** November 5, 2020 Final Site Plan Approval Pending

**Attachments:** Vicinity Map  
Site Map  
Proposed Plat

**II. IDENTIFICATION AND LOCATIONAL INFORMATION:**

**Planning District:** District 18 – Unzoned

**Location of Property:** The subject property is located on the west side of State Highway 59 approximately 0.30 miles south of Vaughn Road in the Summerdale area.

**Parcel Number(s):** 05-48-04-19-0-000-004.008, 05-48-04-19-0-000-004.051  
05-48-04-19-0-000-004.052, 05-48-04-19-0-000-004.061

**Report Prepared By:** Mary Booth; Subdivision Coordinator

**III. SUBDIVISION PROPOSAL:**

**Proposed number of Sites:** 41

**Linear Feet of Streets:** 2,556LF (Private)

**Total Acreage:** ± 4.77 acres

**Smallest Site Size:** ± 1,748 square feet

**Owner/Developer:** John R. Hudson & Tammy P. Hudson  
19665 Highway 59  
Summerdale, AL 36580

**Engineer:** Lieb Engineering Company, LLC  
PO Box 2266  
Fairhope, AL 36532

**Surveyor:** J. Pierce and Associates, LLC  
16116 Old Ganey Road  
Bay Minette, AL 36507

**Request:** The applicant is requesting Final Site Plan approval for the above-mentioned RV resort from the Baldwin County Planning and Zoning Commission.

**IV. PUBLIC UTILITIES AND SITE CONSIDERATIONS:**

<b>Public Utilities Services:</b>	Water:	Town of Summerdale
	Sewer:	Baldwin County Sewer Service
	Electricity:	Riviera Utilities

**Transportation:** The proposed sites will front on an internal privately maintained, gravel paved road.

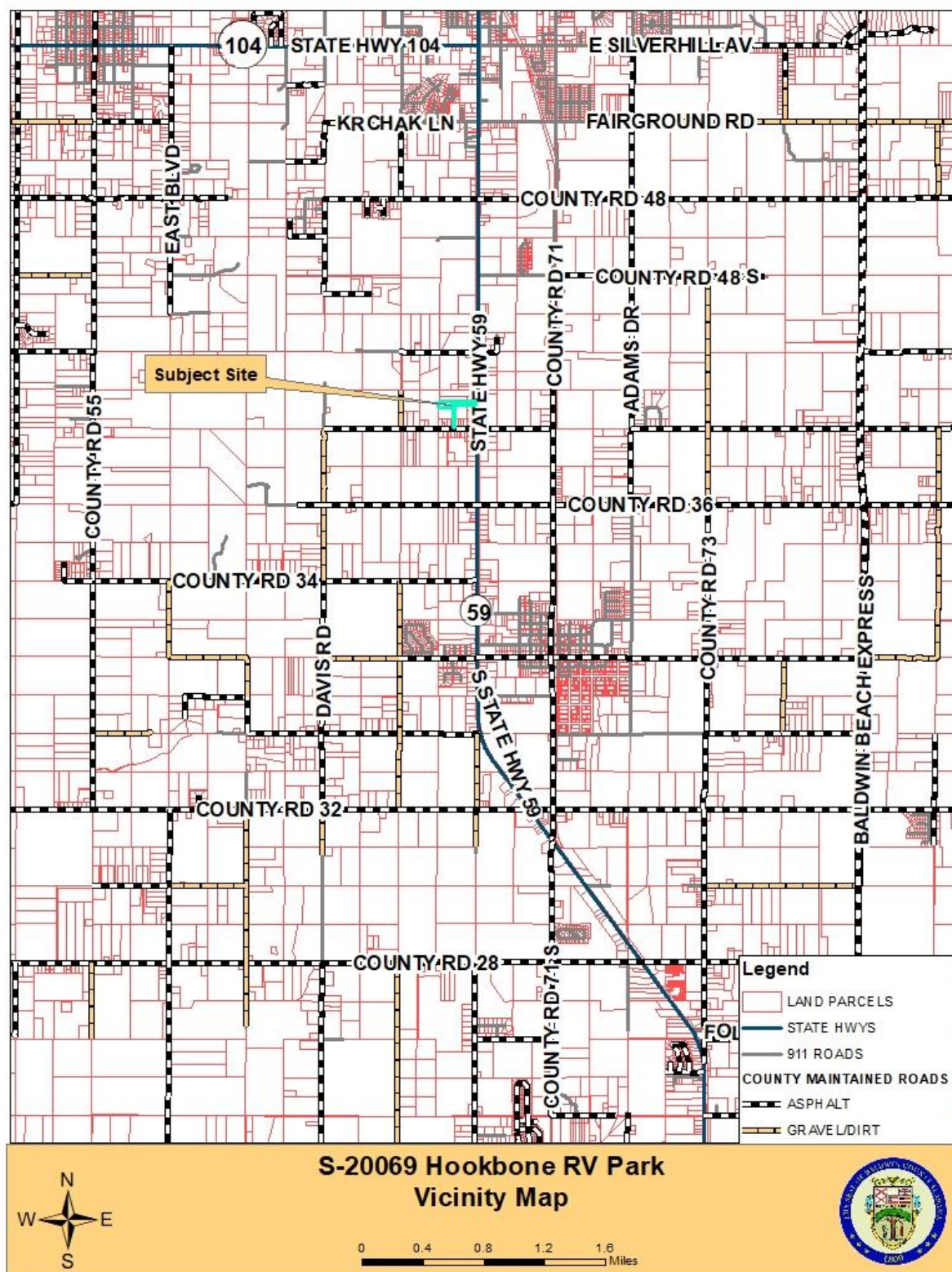
**V. STAFF COMMENTS:**

Items for consideration:

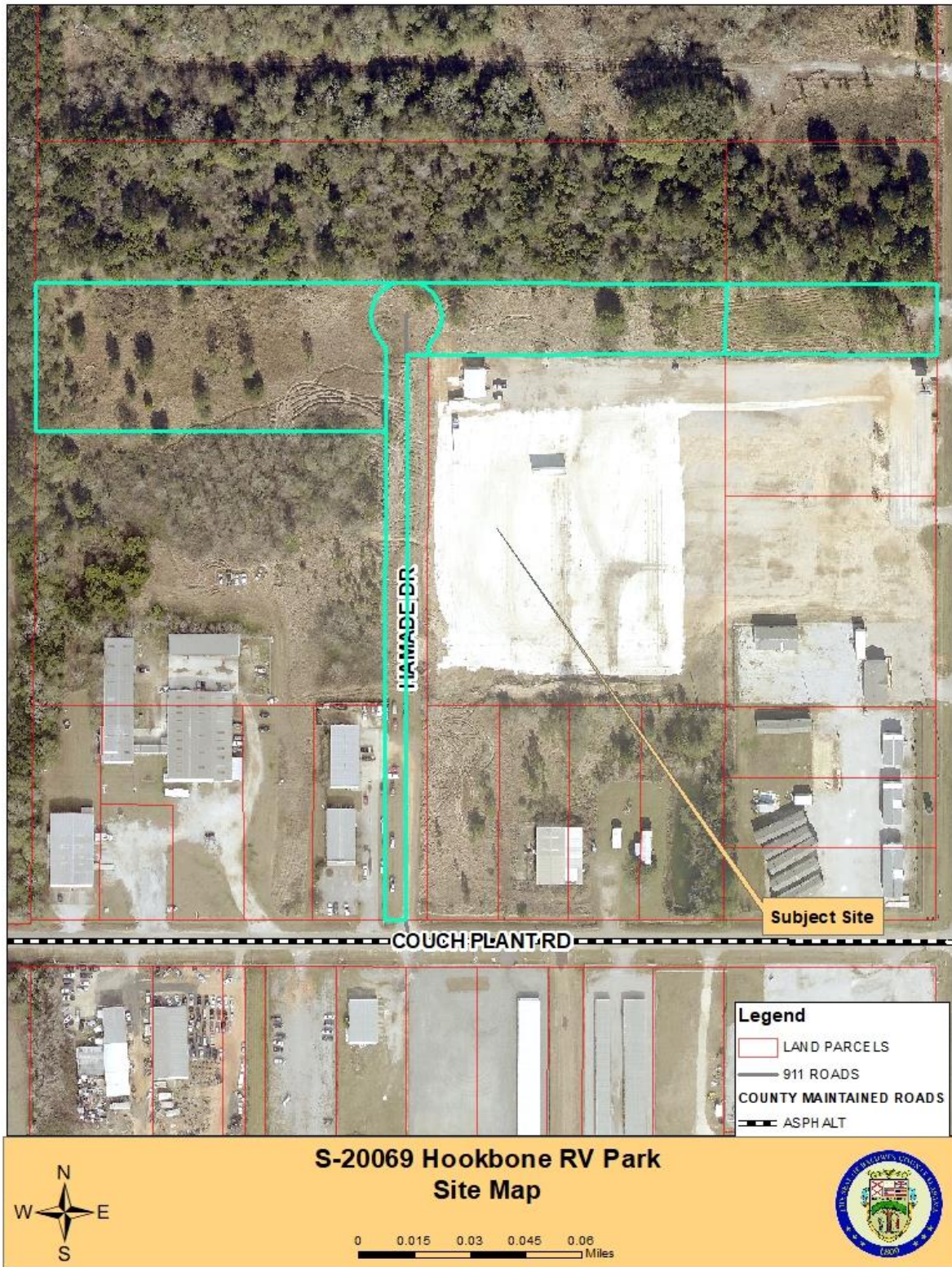
- All items of the Final Site Plan application meet the requirements of the subdivision regulations.

**VI. RECOMMENDATIONS:**

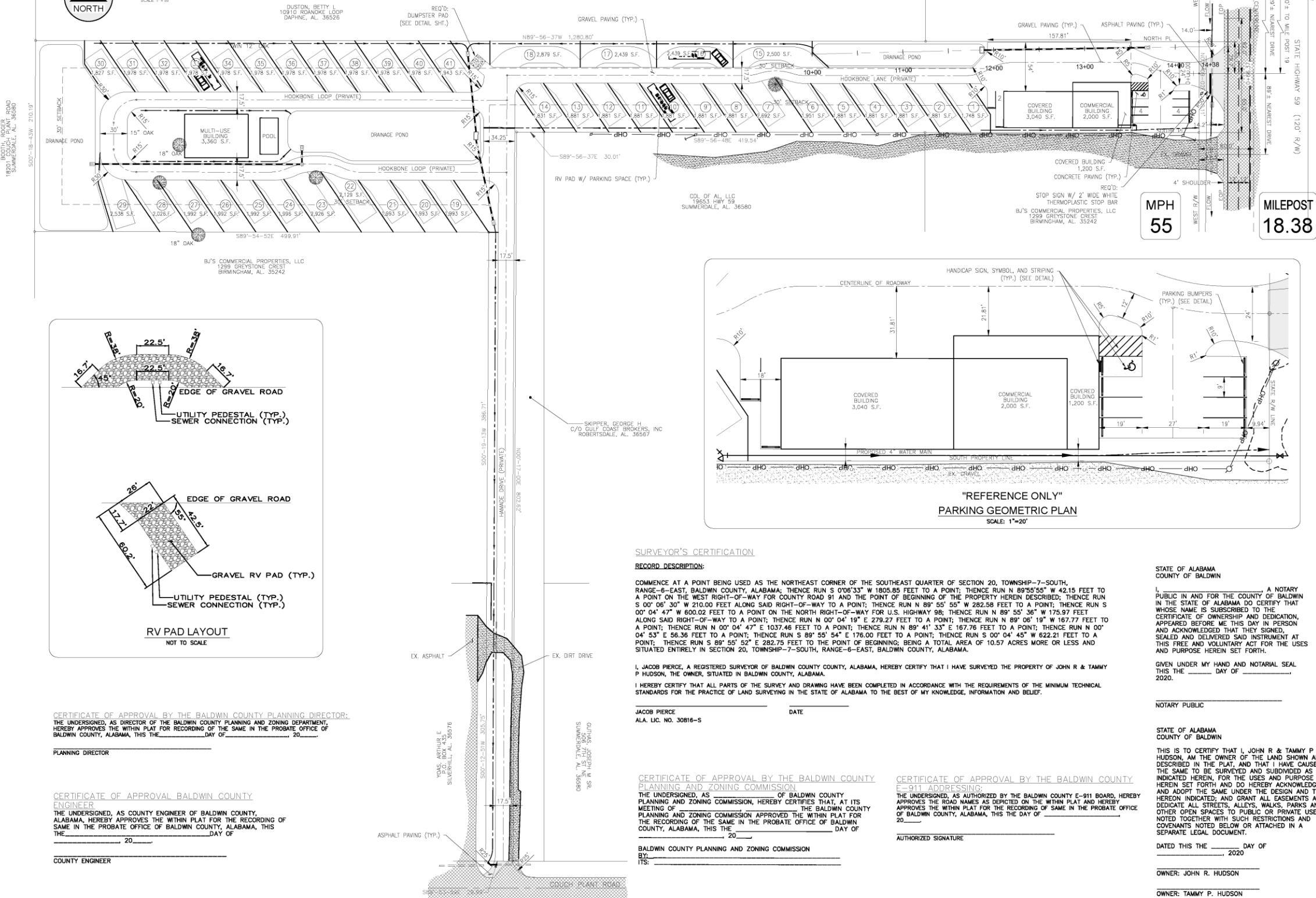
Staff recommends that the Final Site Plan approval for Case No. S-20069, Hookbone RV Park, be **APPROVED.**











- NOTES:**
- SEE SHEET C1.0 FOR GENERAL NOTES.
  - THE INTERNAL RIGHTS-OF-WAY, ROADS, EASEMENTS AND DRAINAGE FACILITIES ARE PRIVATE AND WILL BE MAINTAINED BY THE DEVELOPER/OWNER AND 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.
  - DETENTION AND COMMON AREAS SHALL BE MAINTAINED BY THE DEVELOPER/OWNER AND NOT BY THE TOWN OF SUMMERDALE, BALDWIN COUNTY, OR THE STATE OF ALABAMA.

**PROJECT NARRATIVE:**

THE PROJECT CONSISTS OF DEVELOPING AN OPEN FIELD INTO AN RV PARK ON 4.77 ACRES. THE ROAD INFRASTRUCTURE IS SLATED TO BE GRAVEL. THERE WILL BE A TOTAL OF 41 HOOKUPS. THE WATER SUPPLY WILL BE PROVIDED BY A 4" WATER MAIN. THE SEWER WILL BE GRAVITY TO THE CENTRAL COLLECTION SYSTEM ALONG STATE HIGHWAY 59.

SITE PLAN DATA:	
UNIT SIZE:	4.77 AC.± (207,781 S.F.)
USE:	COMMERCIAL & RV PARK
SMALLEST SPACE SIZE:	1,748 S.F.
TOTAL NUMBER OF HOOKUPS:	41
PARKING SPACES:	49
LINEAR FEET OF PRIVATE ROADS:	2,556 LF
TOTAL IMPERVIOUS AREA:	10,742 SF
DENSITY:	8.60 HOOKUPS/ACRE
TOTAL USABLE OPEN SPACE:	18,286 SF
COUNTY:	BALDWIN
CITY & STATE:	SUMMERDALE, AL
STREET:	STATE HIGHWAY 59
ZONING:	NONE
OPEN SPACE:	2.38 AC/50.0%
FRONT SETBACK:	0'
REAR SETBACK:	0'
SIDE SETBACK:	30'

**CONTACT INFORMATION:**

**OWNER:**  
JOHN R. & TAMMY P. HUDSON  
19665 HIGHWAY 59  
SUMMERDALE, AL 36580  
(251) 223-7777

**ENGINEER:**  
LIEB ENGINEERING COMPANY, LLC  
PO BOX 2266  
FAIRHOPE, AL 36533  
(251) 978-9779  
CONTACT: CHRIS LIEB, PE

**SURVEYOR:**  
J. PIERCE AND ASSOCIATES, LLC  
16116 OLD GANEY ROAD  
BAY MINETTE, AL 36507  
(251) 508-5975

UTILITY PROVIDERS	
PHONE:	CENTURYLINK
WATER:	SUMMERDALE UTILITIES
POWER:	RIVIERA UTILITIES
GAS:	RIVIERA UTILITIES
SEWER:	BALDWIN COUNTY SEWER SERVICE

**ISSUED FOR REVIEW**

REVISIONS		
A	ISSUED FOR REVIEW	9/1/2020
B	ISSUED FOR REVIEW	10/15/2020



LIEB ENGINEERING COMPANY  
PO BOX 2266  
FAIRHOPE, AL 36533  
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.  
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204  
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER	DRAWN BY: JLG	DATE: 9/1/2020	SCALE: 1"=50'
2020-026	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

HOOKBONE RV PARK	
OVERALL SITE PLAN	
SUMMERDALE, AL	
OWNER: JOHN R. & TAMMY P. HUDSON	
SHEET NUMBER	REV
3 OF 8	B

C3.0

ALABAMA REGISTERED PROFESSIONAL ENGINEER No. 31204

10/15/2020

REVISED - RECEIVED 10-29-2020





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1220, **Version:** 1

**Item #:** EA1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Dana Austin, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

---

### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling \$17,762,503.74 (Seventeen million, seven hundred sixty-two thousand, five hundred three dollars and seventy-four 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, \$13,067,959.39 (thirteen million, sixty-seven thousand, nine hundred fifty-nine dollars and thirty-nine cents) is payable to the Baldwin County Board of Education and \$806,365.19 (eight hundred six thousand, three hundred sixty-five dollars and nineteen 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: September 7, 2021

<u>Vendor Name</u>		<u>Brief Description</u>
Baldwin County Board of Education	11,332,481.53	Sales Tax
	1,735,477.86	Use Tax
	344,363.44	Casual Sales Tax; Jul 2021
	163,866.64	PILT US Department of Interior
Gulf Shores Board of Education	680,894.55	Sales Tax
	125,470.64	Use Tax
	23,853.99	Casual Sales Tax; Jul 2021
	11,855.55	PILT US Department of Interior
Regions Bank Corp Trust	184,529.17	2020 Lease; Sept 2021
	117,237.46	2021 Lease; Sept 2021
Motorola Solutions, Inc.	263,886.18	Communication Equipment and Supplies
Mobile Asphalt Co., LLC	262,509.75	Road Building Material
Davison Oil Company, Inc.	241,850.09	Fuel
Coastal Alabama Community College	236,831.44	Sales Tax
	1,330.44	Casual Sales Tax; Jul 2021
Utility Associates, Inc.	220,865.00	Renew Software Services
Quick Buildings Modulars	150,637.50	Scale House; Solid Waste
Baldwin Youth Services	97,653.79	Sales Tax
	548.64	Casual Sales Tax; Jul 2021
South Alabama Regional	86,438.49	Temporary Labor
Symbol Health Solutions, LLC	84,132.91	Medical; Jul 2021
Thompson Tractor Co	80,971.29	Repair and Maintenance
Volkert, Inc.	70,411.03	Contract Services; Hwy
Ward Int'l Trucks	58,742.57	Repair and Maintenance
CDW - Government, Inc.	56,697.16	Computer Support Services and Supplies
Michael Baker International, Inc.	50,925.47	Contract Services; Hwy
District Attorney's Office	49,092.14	Sales Tax
	274.32	Casual Sales Tax; Jul 2021
Alabama Correctional Industries	35,515.00	Windows; Probate
	12,305.00	Office Supplies; Probate
Hosea O Weaver & Son, Inc.	42,109.97	Road Building Material
CDG Engineers and Associates	41,715.00	Professional Services; Solid Waste
Baldwin County Economic Development	38,610.55	Sales Tax
TTL, Inc.	31,547.23	Contract Services; Hwy
Allred Stolarski Architects	30,000.00	Professional Services; Animal Shelter
GSP Marketing, Inc.	29,167.24	Repair and Maintenance; S/W
McGriff Tire Co., Inc.	27,341.76	Tires
Stone Crosby, P.C.	26,954.78	Legal Services
Coastal Industrial Supply	25,739.96	Miscellaneous Supplies; State Grants
Helena Chemical Company	24,962.40	Herbicides; Hwy
Staples Contract & Commercial, Inc.	20,699.39	Supplies
<b>TOTAL</b>	<b>17,120,497.32</b>	

**Baldwin County Commission  
Accounts Payable Payments  
September 7, 2021**

<b>Vendor Summary</b>		<b>Totals</b>
1	4IMPRINT INC	142.94
2	A & M PORTABLES INC	4,478.00
3	ACCURATE CONTROL EQUIPMENT	57.90
4	ADT SECURITY SERVICES INC	58.89
5	ADVANTAGE ELEVATOR INSPECTIONS AND CONS	450.00
6	AIRGAS USA LLC	1,711.16
7	AL DEPT OF ENVIRONMENTAL MANAGEMENT	375.00
8	AL STATE DEPT OF AGRICULTURE & INDUSTRY	60.00
9	AL STATE DEPT OF REVENUE	48.50
10	AL STATE DEPT OF TRANSPORTATION	3,192.05
11	ALABAMA ASSN OF FLOODPLAIN MANAGERS	700.00
12	ALABAMA AUTO SERVICE CENTERS INC	3,000.00
13	ALABAMA COASTAL RADIOLOGY PC	370.24
14	ALABAMA CORRECTIONAL INDUSTRIES	47,820.00
15	ALABAMA HISTORICAL ASSN	165.00
16	ALABAMA MEDIA GROUP	2,101.61
17	ALLRED STOLARSKI ARCHITECTS, PA PC	30,000.00
18	AMMONS & BLACKMON CONSTRUCTION INC	2,275.02
19	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	2,709.19
20	ANESTHESIOLOGISTS ASSOCIATED PC	640.52
21	ANU K GARY	42.01
22	ASHBERRY LANDFILL LLC	417.00
23	ASHLEY CAMPBELL	100.00
24	ASHLEY Q BIDWELL	344.72
25	ASSN OF COUNTY COMMISSIONERS	365.00
26	AUBURN UNIVERSITY	3,325.00
27	AUTO ZONE	751.22
28	AUTOCACHE, INC.	3,580.00
29	B&H PHOTO & ELECTRONICS CORP	1,583.97
30	BALDWIN ANIMAL CLINIC PC	1,014.69
31	BALDWIN CNTY ECONOMIC DEVELOPMENT	38,610.55
32	BALDWIN CNTY PROBATE COURT	50.00
33	BALDWIN CNTY SHERIFF'S OFFICE	6,772.90
34	BALDWIN CNTY SOLID WASTE	216.00
35	BALDWIN COUNTY BOARD OF EDUCATION	13,576,189.47
36	BALDWIN COUNTY VICTORY POLARIS LLC	722.15
37	BALDWIN TRACTOR & EQUIPMENT CO	18,937.21
38	BALDWIN YOUTH SERVICES	98,202.43
39	BARNWELL VFD	593.69
40	BAY IMAGES	95.00
41	BAY MINETTE ANIMAL CLINIC	146.10
42	BAY MINETTE BUILDING SUPPLY	649.28

**Baldwin County Commission  
Accounts Payable Payments  
September 7, 2021**

	<b>Vendor Summary</b>	<b>Totals</b>
43	BAY MINETTE VFD	593.69
44	BAY PEST CONTROL COMPANY INC	734.00
45	BAY SIDE RUBBER & PRODUCTS	4,137.61
46	BAY UTILITY TRAILERS INC	669.67
47	BAY WINDOWS	90.00
48	BB&T-CREATIVE PAYMENT SOLUTIONS	166.70
49	BEARD EQUIPMENT - MOBILE	3,312.65
50	BEARD EQUIPMENT - POWERPLAN	1,237.96
51	BEHAVIORAL HEALTH SYSTEMS INC	1,342.23
52	BELFOREST VFD	593.69
53	BLACKBOX NETWORK SERVICES	2,801.64
54	BLACKLIDGE EMULSIONS INC	450.11
55	BLOSSMAN GAS INC	36.55
56	BOB BARKER CO INC	6,439.46
57	BON SECOUR VFD	593.69
58	BRANDY LYNN MILSTID	366.00
59	BRENDA Q GANEY	3,433.34
60	BRENDA WALZ	190.90
61	BUILDERS HARDWARE & SUPPLY CO.	936.30
62	CAMPBELL HARDWARE & SUPPLY CO	1,095.12
63	CAPITAL ONE	614.53
64	CAPITAL VOLVO TRUCK & TRAILER	910.02
65	CASCADE ENGINEERING INC	3,814.23
66	CDG ENGINEERS AND ASSOCIATES	41,715.00
67	CDW - GOVERNMENT, INC	56,697.16
68	CENTRAL BALDWIN VETERINARY HOSPITAL	952.00
69	CERTIFIED LABORATORIES DIVISION	3,162.50
70	CHAMBERS GLASS	1,329.00
71	CHARM-TEX INC	1,998.00
72	CHRISTINA STACEY	170.00
73	CHUCK STEVENS AUTO INC	712.31
74	CHUCK STEVENS CHEVROLET OF BAY MINETTE	2,686.55
75	CINTAS CORPORATION NO 2	15,864.24
76	CINTAS FIRST AID & SAFETY	935.35
77	CLIFFORD S MCCOLLUM	532.75
78	CNA SURETY	100.00
79	COASTAL ALABAMA COMMUNITY COLLEGE	238,161.88
80	COASTAL BRT, LLC	5,725.00
81	COASTAL INDUSTRIAL SUPPLY	25,739.96
82	COCA COLA BOTTLING CO CONSOLIDATED	396.00
83	COCKRELL'S BODY SHOP OF ROBERTSDALE	3,892.35
84	COLONY ANIMAL CLINIC	148.74

**Baldwin County Commission  
Accounts Payable Payments  
September 7, 2021**

	<b>Vendor Summary</b>	<b>Totals</b>
85	COMPLETE DKI	1,320.00
86	CONSOLIDATED PIPE & SUPPLY	3,678.36
87	CONVERGE ONE INC	5,077.18
88	COPY PRODUCTS COMPANY	1,452.61
89	CORE COMPUTING SOLUTIONS INC	7,254.22
90	CORPORATE BILLING	2,164.05
91	CORPORATE BILLING INC	949.49
92	COURTNEY CHANCE	12.32
93	CRITTER GITTER PEST CONTROL	125.00
94	CROSSROADS VFD	593.69
95	DADE PAPER & BAG CO	13,135.11
96	DANNY'S HYDRAULICS	294.26
97	DAPHNE VFD	593.69
98	DAVISON OIL COMPANY INC	241,850.09
99	DEANNA VICICH COX	2,100.00
100	DELTA COMPUTER SYSTEMS INC	14,128.00
101	DEWBERRY ENGINEERS INC	15,985.88
102	DISTRICT ATTORNEY'S OFFICE	49,366.46
103	DOERING TIRE INC	1,094.99
104	DYKES VETERINARY CLINIC	48.00
105	EASTERN SHORE URGENT CARE, LLC	140.00
106	ELANCO US, INC	353.11
107	ELBERTA FARMERS COOPERATIVE	146.79
108	ELBERTA VFD	593.69
109	ELSANOR VFD	593.69
110	EMPIRE TRUCK SALES INC	3,485.79
111	EMPLOYMENT SCREENING SERVICES INC	216.25
112	EQUIPMENT SALES CO	9,743.52
113	EVANS & COMPANY	1,662.50
114	EXPRESS OIL CHANGE	330.93
115	FAIRHOPE VFD	593.69
116	FEDEX	209.49
117	FERGUSON ENTERPRISES INC	358.54
118	FLEETPRIDE	12,877.70
119	FLORES & ASSOCIATES	1,113.80
120	FOLEY VFD	593.69
121	FORT MORGAN VFD	593.69
122	FORTILINE WATERWORKS INC	1,553.55
123	FRANK B FONDREN MD	225.00
124	GALL'S LLC	2,804.50
125	GATESWOOD VFD	593.69
126	GCIS SUPPLY CO INC	126.00



**Baldwin County Commission  
Accounts Payable Payments  
September 7, 2021**

	<b>Vendor Summary</b>	<b>Totals</b>
127	GPS INSIGHT, LLC	124.75
128	GRAYBAR ELECTRIC CO INC	2,214.15
129	GSP MARKETING INC	29,167.24
130	GULF CHRYSLER PLYMOUTH DODGE	320.96
131	GULF COAST ORGANIC, INC.	2,400.00
132	GULF REGIONAL PATHOLOGISTS PA	373.00
133	GULF SHORES BOARD OF EDUCATION	842,074.73
134	GULF SHORES VFD	593.69
135	GULF STATES DISTRIBUTORS	7,000.00
136	HAGERTY CONSULTING INC	7,100.00
137	HAPPY ACRES VETERINARY CLINIC	2,701.00
138	HEATHER ANN PLATO	85.34
139	HELEN WALTON	34.16
140	HELENA CHEMICAL COMPANY	24,962.40
141	HERITAGE-CRYSTAL CLEAN LLC	387.16
142	HIGHLAND TECHNICAL SERVICES INC	225.00
143	HI-LINE	4,357.60
144	HILL'S PET NUTRITION INC	676.33
145	HOBART SERVICE	1,710.77
146	HOLLAND'S PAINT & BODY	7,974.08
147	HOSEA O WEAVER & SON INC	42,109.97
148	HYDRA SERVICE INC	480.00
149	IMC-EMERGENCY PHYSICIANS	1,340.78
150	INDUSTRIAL BOILER & MECHANICAL COMPANY	1,724.28
151	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	180.00
152	INFIRMARY OCCUPATIONAL HEALTH PC	1,127.00
153	INGENUITY INC	4,000.00
154	INTERIOR/EXTERIOR BUILDING SUPPLY	581.38
155	INTERSTATE BILLING SERVICE INC	2,732.42
156	JACE CHANDLER & ASSOCIATES INC	355.00
157	JADE CONSULTING LLC	8,860.00
158	JANICE SIBLEY	170.00
159	JAZZY CLEAN JANITORIAL	1,097.72
160	JODY L WISE	383.33
161	JOSEPH NELSON	149.50
162	JOSEPHINE VFD	593.69
163	JUBILEE ACE HOME CENTER	4.36
164	KAISERCOMM INC	414.91
165	KASONYA FLOWERS	83.50
166	KELLY ANN MOONEY	170.00
167	KENDEL HENDERSON	235.23
168	KENTWOOD SPRING WATER	1.65

**Baldwin County Commission**  
**Accounts Payable Payments**  
**September 7, 2021**

	Vendor Summary	Totals
169	KEYPORT WAREHOUSING INC	360.00
170	KNOX PEST CONTROL	285.00
171	KRISTEN M RAWSON	74.71
172	LABORATORY CORP OF AMERICA HOLDINGS	812.00
173	LILLIAN VFD	593.69
174	LISA A. HOBART, LLC	2,100.00
175	LITTLE RIVER FIRE DEPT INC	593.69
176	LORI G RUFFIN	292.50
177	LORI WADDLE	20.22
178	LOTTIE VFD	593.69
179	LOWE'S - DAPHNE	266.40
180	LOWE'S - FOLEY	1,879.57
181	LOXLEY VFD	593.69
182	LYNETTE M SPALLER	2,500.00
183	MAC'S AUTOGLASS LLC	1,215.00
184	MAGNOLIA LANDSCAPING	108.00
185	MAGNOLIA SPRINGS VFD	593.69
186	MARLOW VFD	593.69
187	MARY K WHITE	48.72
188	MATHES OF ALABAMA ELECTRIC SUPPLY	94.46
189	McGRIFF TIRE CO INC	27,341.76
190	MCKESSON MEDICAL	88.93
191	MCPHERSON OIL CO INC/DBA FUELMAN	6,230.28
192	MERSINO DEWATERING, INC.	247.12
193	MICHAEL BAKER INTERNATIONAL, INC.	50,925.47
194	MINGLEDORFF'S INC	201.95
195	MISSISSIPPI MOSQUITO CONTROL LLC	15,374.00
196	MOBILE ASPHALT CO LLC	262,509.75
197	MOODY'S ELECTRIC INC	1,421.00
198	MOTOROLA SOLUTIONS INC	263,886.18
199	MOYER FORD SALES INC	294.90
200	MSC INDUSTRIAL DIRECT CO INC	5,644.30
201	MWI ANIMAL HEALTH	3,156.83
202	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	233.88
203	NORTH BALDWIN UTILITIES	7,140.93
204	NOTARY PUBLIC UNDERWRITERS	131.50
205	NUTRIEN AG SOLUTIONS, INC.	17,428.00
206	OEC	1,119.68
207	OFFICE OF PROSECUTION SERVICES	362.94
208	ONE CUT GLASS, LLC	625.00
209	ONETIME-REFUND	5,613.65
210	OPC NEWS, LLC	5,199.77

**Baldwin County Commission  
Accounts Payable Payments  
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	<b>Vendor Summary</b>	<b>Totals</b>
211	ORANGE BEACH VFD	593.69
212	O'REILLY AUTO PARTS	6,878.45
213	OTIS ELEVATOR CO	12,927.82
214	OVM AGENCY	479.60
215	OYSTER BAY VFD	593.69
216	PAMELA S DAVIS	14.34
217	PAM'S EMBROIDERY & SEWING	362.00
218	PEACHES'N CLEAN	348.00
219	PERDIDO BEACH VFD	593.69
220	PERDIDO VFD	593.69
221	PEREGRINE SERVICES INC	15,485.89
222	PIGGLY WIGGLY	74.75
223	PINE GROVE VFD	593.69
224	PITTMAN TRACTOR CO INC	1,390.00
225	POSTMARK INK	1,940.46
226	POWER SYSTEMS OF MS	590.00
227	POWERPLAN	26.48
228	PPG ARCHITECTURAL FINISHES, INC.	471.00
229	PPM CONSULTANTS, INC	15,500.00
230	PRECISION GLASS TINTING	250.00
231	QCHC INC	8,000.00
232	QUADIENT LEASING USA, INC	2,875.05
233	QUICK BUILDINGS MODULAR, LLC	150,637.50
234	RABUN VFD	593.69
235	RACINE'S FEED GARDEN & SUPPLY INC	1,113.20
236	RDA SERVICE COMPANY	4,184.60
237	REGIONS BANK CORP TRUST	301,766.63
238	REHM ANIMAL CLINIC AT TIMBER RUM	190.55
239	ROBERTSDALE AUTO PARTS INC	2,056.76
240	ROBERTSDALE VFD	593.69
241	ROSINTON VFD	593.69
242	SAIN ASSOCIATES INC	1,698.88
243	SEMINOLE VFD	593.69
244	SERVICEMASTER ACTION CLEANING	1,048.00
245	SHARP ELECTRONICS CORPORATION	19,323.19
246	SHARPS MD OF ALABAMA	990.00
247	SHERWIN WILLIAMS	1,570.68
248	SHORELINE ENVIRONMENTAL INC	50.00
249	SILVERHILL VFD	593.69
250	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	645.77
251	SOFTWARE HOUSE INT dba SHI	3,696.53
252	SOHO EVENT RENTALS	2,388.37

**Baldwin County Commission  
Accounts Payable Payments  
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	<b>Vendor Summary</b>	<b>Totals</b>
253	SOLARWINDS, INC.	149.00
254	SOUTH ALABAMA REGIONAL	86,438.49
255	SOUTH ALABAMA REGIONAL PLANNING COMM	466.44
256	SOUTH BALDWIN REGIONAL MEDICAL CENTER	22.90
257	SOUTHDATA INC	8,363.99
258	SOUTHERN CHEVROLET-OLDS-GEO	94.75
259	SOUTHERN FIRE & SAFETY INC	448.00
260	SOUTHERN TIRE MART	5,293.05
261	SPANISH FORT VFD	593.69
262	STAPLES CONTRACT & COMMERCIAL INC	20,699.39
263	STAPLETON VFD	593.69
264	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	1,400.00
265	STOCKTON VFD	593.69
266	STONE CROSBY PC	26,954.78
267	STYX RIVER VFD	593.69
268	SUBURBAN PROPANE	500.00
269	SUMMERDALE VFD	593.69
270	SUMMIT LANDSCAPE SUPPLY	2,066.25
271	SUNSOUTH LLC	897.24
272	SUSAN ALLEN	377.20
273	SWEAT TIRE	691.00
274	SWEAT TIRE - BAY MINETTE	39.45
275	SWEAT TIRE - ROBERTSDALE	80.00
276	SYMBOL HEALTH SOLUTIONS LLC	84,132.91
277	TAMATHA GRAVES	170.00
278	TEAM ONE COMMUNICATIONS	1,260.74
279	TEDDY J FAUST JR	83.82
280	TENSAW VFD	593.69
281	TERMINIX SERVICE	698.00
282	THE GALLERY	1,145.00
283	THE PRINT SHOP	3,470.50
284	THOMAS HOSPITAL	3,650.42
285	THOMPSON TRACTOR CO	80,971.29
286	TIMOTHY J WARRINER	2,110.50
287	TONY'S TOWING INC	3,022.50
288	TRACTOR & EQUIPMENT	1,273.22
289	TRANE-MOBILE PARTS CENTER	1,334.32
290	TRAVIS PAUL MD PC	2,488.00
291	TRI-TECH FORENSICS INC	1,749.07
292	TRUCK EQUIPMENT SALES INC	5,472.00
293	TSA INC	6,518.32
294	TTL, INC.	31,547.23

**Baldwin County Commission  
Accounts Payable Payments  
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	<b>Vendor Summary</b>	<b>Totals</b>
295	TWO-WAY COMMUNICATIONS INC	1,073.23
296	TYLER TECHNOLOGIES, INC.	14,514.22
297	UTILITY ASSOCIATES INC	220,865.00
298	VAN SCOYOC ASSOCIATES	9,500.00
299	VIA MOBILITY, LLC	16,500.00
300	VICTORIA KEY	33.38
301	VOLKERT INC	70,411.03
302	VULCAN MATERIALS CO	608.24
303	VULCAN SIGNS	232.16
304	W H THOMAS OIL CO INC	5,819.46
305	W W GRAINGER	11,522.32
306	WALTER B LINDSEY	519.99
307	WARD INTL TRUCKS	58,742.57
308	WESCO	578.56
309	WESCO DISTRIBUTION	43.65
310	WESCO RECEIVABLES CORP	4,857.95
311	WEST GROUP PAYMENT CENTER	170.17
312	WHITE HOUSE FORKS VFD	593.69
313	WILLIAMS SCOTSMAN INC	673.90
314	WITTICHEN SUPPLY	145.96
315	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	395.00
316	WOOD FRUITTICHER GROCERY CO INC	780.18
317	WRIGHTS MOTOR PARTS INC	1,679.94
318	ZACK LONG	3,622.50
319	ZEP MANUFACTURING COMPANY	5,317.41
	<b>Grand Total</b>	<b>17,762,503.74</b>



INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1100			NEW INVOICES					
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
123781	00000 REGIONS BANK COR	14477		M090721A	184,529.17	.00	.00	9205980
		2020 LEASE; SEPT '21						
CASH 999	2021/11	INV 08/27/2021	SEP-CHK: N	DISC: .00		30410304 56211	74,166.67	1099:
ACCT 10010	DEPT 555	DUE 09/07/2021	DESC:2020 LEASE	PBA; SEPT 2021		30410304 56221	110,362.50	1099:
1 APPROVED PAID INVOICES			TOTAL		184,529.17			
1 INVOICE(S)			REPORT POST TOTAL		184,529.17			



## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1101				NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
123781	00000 REGIONS BANK COR	14478		N090721A	117,237.46	.00	.00	9205981
		2021 LEASE; SEPT '21						
CASH 999	2021/11	INV 08/27/2021	SEP-CHK: N	DISC: .00		30410304 56211	60,714.29	1099:
ACCT 10010	DEPT 555	DUE 09/07/2021	DESC:2021 LEASE	PBA; SEPT 2021		30410304 56221	56,523.17	1099:
1 APPROVED PAID INVOICES		TOTAL			117,237.46			
1 INVOICE(S)		REPORT POST TOTAL			117,237.46			

## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1103				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14116	00000 BALDWIN CNTY BOA	14492 8302021		BE090721	13,067,959.39	.00	.00	9205982
CASH 999	2021/11	INV 08/30/2021	SEP-CHK: N	DISC: .00		100 23100	11,332,481.53	1099:
ACCT 10010	DEPT 555	DUE 09/07/2021	DESC:SALES/USE TAX			100 23101	1,735,477.86	1099:
14116	00000 BALDWIN CNTY BOA	14493 7312021		BE090721	344,363.44	.00	.00	9205983
CASH 999	2021/11	INV 08/30/2021	SEP-CHK: N	DISC: .00		100 23000	344,363.44	1099:
ACCT 10010	DEPT 555	DUE 09/07/2021	DESC:CASUAL SALES TAX; JUL 2021					
14116	00000 BALDWIN CNTY BOA	14494 8112021		BE090721	163,866.64	.00	.00	9205984
CASH 999	2021/11	INV 08/11/2021	SEP-CHK: N	DISC: .00		144 44800	163,866.64	1099:
ACCT 10010	DEPT 555	DUE 09/07/2021	DESC:PILT US DEPT OF INTERIOR; FISH AND WILDLIFE					
3 APPROVED PAID INVOICES				TOTAL	13,576,189.47			
3 INVOICE(S)				REPORT POST TOTAL	13,576,189.47			

## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1104				NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191392	00000 GULF SHORES BOAR	14495 8302021		GS090721	806,365.19	.00	.00	9205985
CASH 999	2021/11	INV 08/30/2021	SEP-CHK: N	DISC: .00		100 23110	680,894.55	1099:
ACCT 10010	DEPT 555	DUE 09/07/2021	DESC:SALES/USE TAX			100 23111	125,470.64	1099:
191392	00000 GULF SHORES BOAR	14496 7312021		GS090721	23,853.99	.00	.00	9205986
CASH 999	2021/11	INV 08/30/2021	SEP-CHK: N	DISC: .00		100 23000	23,853.99	1099:
ACCT 10010	DEPT 555	DUE 09/07/2021	DESC:CASUAL SALES TAX; JUL 2021					
191392	00000 GULF SHORES BOAR	14497 8112021		GS090721	11,855.55	.00	.00	9205987
CASH 999	2021/11	INV 08/11/2021	SEP-CHK: N	DISC: .00		144 44800	11,855.55	1099:
ACCT 10010	DEPT 555	DUE 09/07/2021	DESC:PILT US DEPT OF INTERIOR; FISH AND WILDLIFE					
3 APPROVED PAID INVOICES			TOTAL		842,074.73			
3 INVOICE(S)			REPORT POST TOTAL		842,074.73			



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241331	09/07/2021	PRINTED	158051 4IMPRINT INC	142.94			
241332	09/07/2021	PRINTED	010448 A & M PORTABLES INC	4,478.00			
241333	09/07/2021	PRINTED	010003 ACCURATE CONTROL EQUIPMEN	57.90			
241334	09/07/2021	PRINTED	010432 ADT SECURITY SERVICES INC	58.89			
241335	09/07/2021	PRINTED	192412 ADVANTAGE ELEVATOR INSP A	450.00			
241336	09/07/2021	PRINTED	148734 AIRGAS USA LLC	1,711.16			
241337	09/07/2021	PRINTED	010224 AL DEPT OF ENVIRONMENTAL	125.00			
241338	09/07/2021	PRINTED	010224 AL DEPT OF ENVIRONMENTAL	125.00			
241339	09/07/2021	PRINTED	010224 AL DEPT OF ENVIRONMENTAL	125.00			
241340	09/07/2021	PRINTED	104096 AL STATE DEPT OF AGRICULT	60.00			
241341	09/07/2021	PRINTED	054317 AL STATE DEPT OF REVENUE	48.50			
241342	09/07/2021	PRINTED	100474 AL STATE DEPT OF TRANSPOR	3,192.05			
241343	09/07/2021	PRINTED	146931 ALABAMA ASSN OF FLOODPLAI	700.00			
241344	09/07/2021	PRINTED	010045 ALABAMA AUTO SERVICE CENT	3,000.00			
241345	09/07/2021	PRINTED	181921 ALABAMA COASTAL RADIOLOGY	370.24			
241346	09/07/2021	PRINTED	010064 ALABAMA CORRECTIONAL INDU	47,820.00			
241347	09/07/2021	PRINTED	125559 ALABAMA HISTORICAL ASSN	165.00			
241348	09/07/2021	PRINTED	181632 SUSAN ALLEN	377.20			
241349	09/07/2021	PRINTED	192148 ALLRED STOLARSKI ARCHITEC	30,000.00			
241350	09/07/2021	PRINTED	151634 AMMONS & BLACKMON CONSTRU	2,275.02			
241351	09/07/2021	PRINTED	184603 ANDREW'S DIESEL & AUTOMOT	2,709.19			
241352	09/07/2021	PRINTED	191096 ANESTHESIOLOGISTS ASSOCIA	640.52			
241353	09/07/2021	PRINTED	180302 ASHBERRY LANDFILL LLC	417.00			
241354	09/07/2021	PRINTED	010044 ASSN OF COUNTY COMMISSION	365.00			
241355	09/07/2021	PRINTED	010225 AUBURN UNIVERSITY	250.00			
241356	09/07/2021	PRINTED	010225 AUBURN UNIVERSITY	500.00			
241357	09/07/2021	PRINTED	010225 AUBURN UNIVERSITY	2,200.00			
241358	09/07/2021	PRINTED	010013 AUBURN UNIVERSITY	375.00			
241359	09/07/2021	PRINTED	185252 AUTO ZONE - ROBERTSDALE	751.22			
241360	09/07/2021	PRINTED	001951 AUTOCACHE, INC.	3,580.00			
241361	09/07/2021	PRINTED	163096 B&H PHOTO & ELECTRONICS C	1,583.97			
241362	09/07/2021	PRINTED	014044 BALDWIN ANIMAL CLINIC PC	1,014.69			
241363	09/07/2021	PRINTED	014553 BALDWIN CNTY ECONOMIC DEV	38,610.55			
241364	09/07/2021	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
241365	09/07/2021	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
241366	09/07/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	770.00			
241367	09/07/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	2,947.90			
241368	09/07/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	3,055.00			
241369	09/07/2021	PRINTED	105048 BALDWIN CNTY SOLID WASTE	216.00			
241370	09/07/2021	PRINTED	183058 BALDWIN COUNTY VICTORY PO	722.15			
241371	09/07/2021	PRINTED	098597 BALDWIN TRACTOR & EQUIPME	18,937.21			
241372	09/07/2021	PRINTED	014132 BALDWIN YOUTH SERVICES	548.64			
241373	09/07/2021	PRINTED	014132 BALDWIN YOUTH SERVICES	97,653.79			
241374	09/07/2021	PRINTED	014190 BARNWELL VFD	593.69			
241375	09/07/2021	PRINTED	191953 BAY IMAGES	95.00			
241376	09/07/2021	PRINTED	014018 BAY MINETTE ANIMAL CLINIC	146.10			
241377	09/07/2021	PRINTED	014029 BAY MINETTE BUILDING SUPP	649.28			
241378	09/07/2021	PRINTED	014198 BAY MINETTE VFD	593.69			
241379	09/07/2021	PRINTED	191016 BAY PEST CONTROL COMPANY	734.00			
241380	09/07/2021	PRINTED	054050 BAY SIDE RUBBER & PRODUCT	4,137.61			
241381	09/07/2021	PRINTED	103114 BAY UTILITY TRAILERS INC	669.67			
241382	09/07/2021	PRINTED	095468 BAY WINDOWS	90.00			

## AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241383	09/07/2021	PRINTED	182097 BB&T-CREATIVE PAYMENT SOL	166.70			
241384	09/07/2021	PRINTED	185645 BEARD EQUIPMENT - MOBILE	3,312.65			
241385	09/07/2021	PRINTED	014075 BEARD EQUIPMENT - POWERPL	1,237.96			
241386	09/07/2021	PRINTED	014075 POWERPLAN	26.48			
241387	09/07/2021	PRINTED	079396 BEHAVIORAL HEALTH SYSTEMS	1,342.23			
241388	09/07/2021	PRINTED	014199 BELFOREST VFD	593.69			
241389	09/07/2021	PRINTED	188754 ASHLEY Q BIDWELL	344.72			
241390	09/07/2021	PRINTED	119204 BLACKBOX NETWORK SERVICES	2,801.64			
241391	09/07/2021	PRINTED	014488 BLACKLIDGE EMULSIONS INC	450.11			
241392	09/07/2021	PRINTED	014006 BLOSSMAN GAS INC - FOLEY	36.55			
241393	09/07/2021	PRINTED	014084 BOB BARKER CO INC	6,439.46			
241394	09/07/2021	PRINTED	014513 BON SECOUR VFD	593.69			
241395	09/07/2021	PRINTED	001867 NEW DAIRY OPCO, LLC DBA B	233.88			
241396	09/07/2021	PRINTED	116169 BRENDA Q GANEY	3,433.34			
241397	09/07/2021	PRINTED	014011 BUILDERS HARDWARE & SUPPL	936.30			
241398	09/07/2021	PRINTED	019009 CAMPBELL HARDWARE & SUPPL	1,095.12			
241399	09/07/2021	PRINTED	193200 ASHLEY CAMPBELL	100.00			
241400	09/07/2021	PRINTED	180153 CAPITAL VOLVO TRUCK & TRA	910.02			
241401	09/07/2021	PRINTED	183314 CASCADE ENGINEERING INC	3,814.23			
241402	09/07/2021	PRINTED	107511 CDG ENGINEERS AND ASSOCIA	41,715.00			
241403	09/07/2021	PRINTED	102875 CDW - GOVERNMENT, INC	56,697.16			
241404	09/07/2021	PRINTED	027714 CENTRAL BALDWIN VETERINAR	952.00			
241405	09/07/2021	PRINTED	180354 CERTIFIED LABORATORIES DI	3,162.50			
241406	09/07/2021	PRINTED	186715 CHAMBERS GLASS	1,329.00			
241407	09/07/2021	PRINTED	188522 COURTNEY CHANCE	12.32			
241408	09/07/2021	PRINTED	116898 CHARM-TEX INC	1,998.00			
241409	09/07/2021	PRINTED	094060 CHUCK STEVENS AUTO INC	712.31			
241410	09/07/2021	PRINTED	180505 CHUCK STEVENS CHEVROLET O	2,686.55			
241411	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	44.89			
241412	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	67.01			
241413	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	14.39			
241414	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	220.86			
241415	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	17.40			
241416	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	48.44			
241417	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	8.88			
241418	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	101.05			
241419	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	66.19			
241420	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	269.00			
241421	09/07/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	77.24			
241422	09/07/2021	PRINTED	187695 CINTAS CORPORATION NO 2	15,864.24			
241423	09/07/2021	PRINTED	100087 CNA SURETY	100.00			
241424	09/07/2021	PRINTED	025040 COASTAL ALABAMA COMMUNITY	1,330.44			
241425	09/07/2021	PRINTED	025040 COASTAL ALABAMA COMMUNITY	236,831.44			
241426	09/07/2021	PRINTED	192695 COASTAL BRT, LLC	5,725.00			
241427	09/07/2021	PRINTED	182244 COASTAL INDUSTRIAL SUPPLY	25,739.96			
241428	09/07/2021	PRINTED	097682 COCA COLA BOTTLING CO CON	396.00			
241429	09/07/2021	PRINTED	142527 COCKRELL'S BODY SHOP OF R	3,892.35			
241430	09/07/2021	PRINTED	189950 COLONY ANIMAL CLINIC	148.74			
241431	09/07/2021	PRINTED	192410 COMPLETE DKI	1,320.00			
241432	09/07/2021	PRINTED	001887 CONSOLIDATED PIPE & SUPPL	3,678.36			
241433	09/07/2021	PRINTED	191106 CONVERGE ONE INC	5,077.18			
241434	09/07/2021	PRINTED	181821 COPY PRODUCTS COMPANY	1,452.61			



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241435	09/07/2021	PRINTED	159767 CORE COMPUTING SOLUTIONS	7,254.22			
241436	09/07/2021	PRINTED	181164 CRITTER GITTER PEST CONTR	125.00			
241437	09/07/2021	PRINTED	019146 CROSSROADS VFD	593.69			
241438	09/07/2021	PRINTED	115852 DADE PAPER & BAG CO	13,135.11			
241439	09/07/2021	PRINTED	064821 DANNY'S HYDRAULICS	294.26			
241440	09/07/2021	PRINTED	021094 DAPHNE VFD	593.69			
241441	09/07/2021	PRINTED	093964 PAMELA S DAVIS	14.34			
241442	09/07/2021	PRINTED	021179 DAVISON OIL COMPANY INC	241,850.09			
241443	09/07/2021	PRINTED	180834 DEANNA VICICH COX	2,100.00			
241444	09/07/2021	PRINTED	021252 DELTA COMPUTER SYSTEMS IN	14,128.00			
241445	09/07/2021	PRINTED	185685 DEWBERRY ENGINEERS INC	15,985.88			
241446	09/07/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	274.32			
241447	09/07/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	49,092.14			
241448	09/07/2021	PRINTED	021030 DOERING TIRE INC	1,094.99			
241449	09/07/2021	PRINTED	021153 DYKES VETERINARY CLINIC	48.00			
241450	09/07/2021	PRINTED	168073 EASTERN SHORE URGENT CARE	140.00			
241451	09/07/2021	PRINTED	192919 ELANCO US, INC	353.11			
241452	09/07/2021	PRINTED	025001 ELBERTA FARMERS COOPERATI	146.79			
241453	09/07/2021	PRINTED	025112 ELBERTA VFD	593.69			
241454	09/07/2021	PRINTED	025113 ELSANOR VFD	593.69			
241455	09/07/2021	PRINTED	062623 EMPIRE TRUCK SALES INC	3,485.79			
241456	09/07/2021	PRINTED	104310 EMPLOYMENT SCREENING SERV	216.25			
241457	09/07/2021	PRINTED	025048 EQUIPMENT SALES CO	9,743.52			
241458	09/07/2021	PRINTED	043932 EVANS & COMPANY	1,662.50			
241459	09/07/2021	PRINTED	126261 EXPRESS OIL CHANGE	330.93			
241460	09/07/2021	PRINTED	025114 FAIRHOPE VFD	593.69			
241461	09/07/2021	PRINTED	149260 TEDDY J FAUST JR	83.82			
241462	09/07/2021	PRINTED	041646 FEDEX	50.95			
241463	09/07/2021	PRINTED	041646 FEDEX	52.71			
241464	09/07/2021	PRINTED	041646 FEDEX	7.18			
241465	09/07/2021	PRINTED	041646 FEDEX	4.59			
241466	09/07/2021	PRINTED	041646 FEDEX	48.07			
241467	09/07/2021	PRINTED	041646 FEDEX	45.99			
241468	09/07/2021	PRINTED	142551 FERGUSON ENTERPRISES INC	358.54			
241469	09/07/2021	PRINTED	095071 FLEETPRIDE	12,877.70			
241470	09/07/2021	PRINTED	188242 FLORES & ASSOCIATES	1,113.80			
241471	09/07/2021	PRINTED	192593 KASONYA FLOWERS	83.50			
241472	09/07/2021	PRINTED	025115 FOLEY VFD	593.69			
241473	09/07/2021	PRINTED	025116 FORT MORGAN VFD	593.69			
241474	09/07/2021	PRINTED	188064 FORTILINE WATERWORKS INC	1,553.55			
241475	09/07/2021	PRINTED	025314 FRANK B FONDREN MD	225.00			
241476	09/07/2021	PRINTED	027263 GALL'S LLC	2,804.50			
241477	09/07/2021	PRINTED	116847 ANU K GARY	42.01			
241478	09/07/2021	PRINTED	095871 GATESWOOD VFD	593.69			
241479	09/07/2021	PRINTED	095775 GCIS SUPPLY CO INC	126.00			
241480	09/07/2021	PRINTED	191704 GPS INSIGHT, LLC	124.75			
241481	09/07/2021	PRINTED	190749 TAMATHA GRAVES	170.00			
241482	09/07/2021	PRINTED	027012 GRAYBAR ELECTRIC CO INC -	2,214.15			
241483	09/07/2021	PRINTED	189486 GSP MARKETING INC	29,167.24			
241484	09/07/2021	PRINTED	027030 GULF CHRYSLER PLYMOUTH DO	320.96			
241485	09/07/2021	PRINTED	027022 OPC NEWS, LLC	3,472.91			
241486	09/07/2021	PRINTED	027022 OPC NEWS, LLC	1,313.76			



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241487	09/07/2021	PRINTED	027022 OPC NEWS, LLC	199.92			
241488	09/07/2021	PRINTED	027022 OPC NEWS, LLC	213.18			
241489	09/07/2021	PRINTED	185606 GULF COAST ORGANIC, INC.	2,400.00			
241490	09/07/2021	PRINTED	027242 CORPORATE BILLING INC	949.49			
241491	09/07/2021	PRINTED	085067 GULF REGIONAL PATHOLOGIST	373.00			
241492	09/07/2021	PRINTED	027100 GULF SHORES VFD	593.69			
241493	09/07/2021	PRINTED	027181 GULF STATES DISTRIBUTORS	7,000.00			
241494	09/07/2021	PRINTED	001882 HAGERTY CONSULTING INC	7,100.00			
241495	09/07/2021	PRINTED	188103 HAPPY ACRES VETERINARY CL	2,701.00			
241496	09/07/2021	PRINTED	184806 HELENA CHEMICAL COMPANY	24,962.40			
241497	09/07/2021	PRINTED	183951 KENDEL HENDERSON	235.23			
241498	09/07/2021	PRINTED	186607 HERITAGE-CRYSTAL CLEAN LL	387.16			
241499	09/07/2021	PRINTED	120432 HI-LINE	4,357.60			
241500	09/07/2021	PRINTED	185989 HIGHLAND TECHNICAL SERVIC	225.00			
241501	09/07/2021	PRINTED	188391 HILL'S PET NUTRITION INC	676.33			
241502	09/07/2021	PRINTED	047811 HOBART SERVICE	1,710.77			
241503	09/07/2021	PRINTED	185351 HOLLAND'S PAINT & BODY	7,974.08			
241504	09/07/2021	PRINTED	032045 HOSEA O WEAVER & SON INC	42,109.97			
241505	09/07/2021	PRINTED	113890 HYDRA SERVICE INC	480.00			
241506	09/07/2021	PRINTED	190029 IMC-EMERGENCY PHYSICIANS	1,340.78			
241507	09/07/2021	PRINTED	187049 INDUSTRIAL BOILER & MECHA	1,724.28			
241508	09/07/2021	PRINTED	139782 INDUSTRIAL/ORGANIZATIONAL	180.00			
241509	09/07/2021	PRINTED	099320 INFIRMARY OCCUPATIONAL HE	1,127.00			
241510	09/07/2021	PRINTED	189759 INGENUITY INC	4,000.00			
241511	09/07/2021	PRINTED	186165 INTERIOR/EXTERIOR BUILDIN	581.38			
241512	09/07/2021	PRINTED	143642 JACE CHANDLER & ASSOCIATE	355.00			
241513	09/07/2021	PRINTED	175986 JADE CONSULTING LLC	8,860.00			
241514	09/07/2021	PRINTED	143271 JAZZY CLEAN JANITORIAL	1,097.72			
241515	09/07/2021	PRINTED	111974 JODY L WISE	383.33			
241516	09/07/2021	PRINTED	036099 JOSEPHINE VFD	593.69			
241517	09/07/2021	PRINTED	036251 JUBILEE ACE HOME CENTER	4.36			
241518	09/07/2021	PRINTED	155011 KAISERCOMM INC	414.91			
241519	09/07/2021	PRINTED	039466 KENTWOOD SPRING WATER	1.65			
241520	09/07/2021	PRINTED	095783 CORPORATE BILLING	2,164.05			
241521	09/07/2021	PRINTED	187957 VICTORIA KEY	33.38			
241522	09/07/2021	PRINTED	192791 KEYPORT WAREHOUSING INC	360.00			
241523	09/07/2021	PRINTED	068321 KNOX PEST CONTROL	285.00			
241524	09/07/2021	PRINTED	127597 LABORATORY CORP OF AMERIC	812.00			
241525	09/07/2021	PRINTED	039599 LILLIAN VFD	593.69			
241526	09/07/2021	PRINTED	149251 WALTER B LINDSEY	519.99			
241527	09/07/2021	PRINTED	001925 LISA A. HOBART, LLC	2,100.00			
241528	09/07/2021	PRINTED	180503 LITTLE RIVER FIRE DEPT IN	593.69			
241529	09/07/2021	PRINTED	181809 LORI G RUFFIN	292.50			
241530	09/07/2021	PRINTED	067862 LOTTIE VFD	593.69			
241531	09/07/2021	PRINTED	136872 LOWE'S - DAPHNE	266.40			
241532	09/07/2021	PRINTED	087716 LOWE'S - FOLEY	1,879.57			
241533	09/07/2021	PRINTED	039600 LOXLEY VFD	593.69			
241534	09/07/2021	PRINTED	185396 MAC'S AUTOGLASS LLC	1,215.00			
241535	09/07/2021	PRINTED	040722 MAGNOLIA LANDSCAPING	108.00			
241536	09/07/2021	PRINTED	040173 MAGNOLIA SPRINGS VFD	593.69			
241537	09/07/2021	PRINTED	040174 MARLOW VFD	593.69			
241538	09/07/2021	PRINTED	040034 MATHES OF ALABAMA ELECTRI	94.46			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241539	09/07/2021	PRINTED	190185 CLIFFORD S MCCOLLUM	532.75			
241540	09/07/2021	PRINTED	149690 MCGRIFF TIRE CO INC	6,459.75			
241541	09/07/2021	PRINTED	149690 MCGRIFF TIRE CO INC	20,882.01			
241542	09/07/2021	PRINTED	190130 MCKESSON MEDICAL	88.93			
241543	09/07/2021	PRINTED	098634 MCPHERSON OIL CO INC/DBA	6,230.28			
241544	09/07/2021	PRINTED	001942 MERSINO DEWATERING, INC.	247.12			
241545	09/07/2021	PRINTED	001918 MICHAEL BAKER INTERNATION	50,925.47			
241546	09/07/2021	PRINTED	189016 BRANDY LYNN MILSTID	366.00			
241547	09/07/2021	PRINTED	161138 MINGLEDORFF'S INC	201.95			
241548	09/07/2021	PRINTED	187808 MISSISSIPPI MOSQUITO CONT	15,374.00			
241549	09/07/2021	PRINTED	040589 MOBILE ASPHALT CO LLC	262,509.75			
241550	09/07/2021	PRINTED	040033 ALABAMA MEDIA GROUP	2,101.61			
241551	09/07/2021	PRINTED	085180 MOODY'S ELECTRIC INC	1,421.00			
241552	09/07/2021	PRINTED	190753 KELLY ANN MOONEY	170.00			
241553	09/07/2021	PRINTED	180154 MOTOROLA SOLUTIONS INC	263,886.18			
241554	09/07/2021	PRINTED	040019 MOYER FORD SALES INC	294.90			
241555	09/07/2021	PRINTED	150578 MSC INDUSTRIAL DIRECT CO	5,644.30			
241556	09/07/2021	PRINTED	187817 MWI ANIMAL HEALTH	3,156.83			
241557	09/07/2021	PRINTED	191634 JOSEPH NELSON	149.50			
241558	09/07/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	7,140.93			
241559	09/07/2021	PRINTED	040569 NOTARY PUBLIC UNDERWRITER	131.50			
241560	09/07/2021	PRINTED	001865 NUTRIEN AG SOLUTIONS, INC	17,428.00			
241561	09/07/2021	PRINTED	181574 O'REILLY AUTO PARTS	6,878.45			
241562	09/07/2021	PRINTED	043003 OEC	1,119.68			
241563	09/07/2021	PRINTED	043012 OFFICE OF PROSECUTION SER	362.94			
241564	09/07/2021	PRINTED	191148 ONE CUT GLASS, LLC	625.00			
241565	09/07/2021	PRINTED	999990 ADAM & CANDACE PICKERING	32.00			
241566	09/07/2021	PRINTED	999990 AMANDA KAYE LORES	78.00			
241567	09/07/2021	PRINTED	999990 ANDY & MELISSA ZAK	16.00			
241568	09/07/2021	PRINTED	999990 BARBARA GONZALEZ	30.00			
241569	09/07/2021	PRINTED	999990 BLACKWATER TIMBER CO LLC	32.00			
241570	09/07/2021	PRINTED	999990 BRIQUETTES, LLC	3,608.73			
241571	09/07/2021	PRINTED	999990 CHARY D EGAN	379.42			
241572	09/07/2021	PRINTED	999990 CRAIG S JORDAN	8.00			
241573	09/07/2021	PRINTED	999990 DAN & SAMANTHA STEVENS	16.00			
241574	09/07/2021	PRINTED	999990 DEB JELLETT	30.00			
241575	09/07/2021	PRINTED	999990 DEBORAH GRICE	16.00			
241576	09/07/2021	PRINTED	999990 DON & SUE ROENIGK	42.00			
241577	09/07/2021	PRINTED	999990 DUSTIN & JENNIFER MOORE	21.00			
241578	09/07/2021	PRINTED	999990 E W HAMMOND III	16.00			
241579	09/07/2021	PRINTED	999990 ED BUCKLEY	32.00			
241580	09/07/2021	PRINTED	999990 EMILY & BART BECHTEL	32.00			
241581	09/07/2021	PRINTED	999990 EUGENE & DAWN SAULS	54.50			
241582	09/07/2021	PRINTED	999990 FLOWERWOOD NURSERY	32.00			
241583	09/07/2021	PRINTED	999990 FRANK & MARIA CHIARELLO	9.00			
241584	09/07/2021	PRINTED	999990 GARY JASON ANDREWS	32.00			
241585	09/07/2021	PRINTED	999990 GLENN & THERESA HAGER	78.00			
241586	09/07/2021	PRINTED	999990 H P & MARY KINSEY	16.00			
241587	09/07/2021	PRINTED	999990 HAMPTON JOHNSTON	6.00			
241588	09/07/2021	PRINTED	999990 HEATHER HUBBARD	30.00			
241589	09/07/2021	PRINTED	999990 HUBERT LEE WILSON	30.00			
241590	09/07/2021	PRINTED	999990 JEREMIAH WICKER	32.00			



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241591	09/07/2021	PRINTED	999990 JOHN & LINDA ERIKSSON	16.00			
241592	09/07/2021	PRINTED	999990 JOHN PAWLIK	11.00			
241593	09/07/2021	PRINTED	999990 JOHN WOOD	16.00			
241594	09/07/2021	PRINTED	999990 KAREN M MARKHAM	30.00			
241595	09/07/2021	PRINTED	999990 LARISSO TRIOLO	32.00			
241596	09/07/2021	PRINTED	999990 LEGINA D HARPER	16.00			
241597	09/07/2021	PRINTED	999990 LOXLEY ANIMAL HOSPITAL	32.00			
241598	09/07/2021	PRINTED	999990 MARLA & LUCAS SARCAR	16.00			
241599	09/07/2021	PRINTED	999990 PATRICK KNIGHT-CRANE	14.00			
241600	09/07/2021	PRINTED	999990 RITA KINSEY	30.00			
241601	09/07/2021	PRINTED	999990 ROB & JOAN MOORE	37.00			
241602	09/07/2021	PRINTED	999990 ROBERT JOHNSON	72.00			
241603	09/07/2021	PRINTED	999990 RUBY WALKER	32.00			
241604	09/07/2021	PRINTED	999990 SCOTT UMPHREY	16.00			
241605	09/07/2021	PRINTED	999990 SHARON & MAX WESTON	32.00			
241606	09/07/2021	PRINTED	999990 SUE BURNS	14.00			
241607	09/07/2021	PRINTED	999990 SUSAN WOOLDRIDGE	16.00			
241608	09/07/2021	PRINTED	999990 TARA MCDONALD	16.00			
241609	09/07/2021	PRINTED	999990 TIMOTHY A PLAISANCE	60.00			
241610	09/07/2021	PRINTED	999990 TOM & TAMMY ROOT	16.00			
241611	09/07/2021	PRINTED	999990 TREVOR THOMAS	147.00			
241612	09/07/2021	PRINTED	999990 TROY MYERS	154.00			
241613	09/07/2021	PRINTED	999990 VALERIE MCKOON	80.00			
241614	09/07/2021	PRINTED	043021 ORANGE BEACH VFD	593.69			
241615	09/07/2021	PRINTED	155037 OTIS ELEVATOR CO	12,927.82			
241616	09/07/2021	PRINTED	191818 OVM AGENCY	479.60			
241617	09/07/2021	PRINTED	043020 OYSTER BAY VFD	593.69			
241618	09/07/2021	PRINTED	174713 PAM'S EMBROIDERY & SEWING	362.00			
241619	09/07/2021	PRINTED	074317 PEACHES'N CLEAN	348.00			
241620	09/07/2021	PRINTED	048076 PERDIDO BEACH VFD	593.69			
241621	09/07/2021	PRINTED	048068 PERDIDO VFD	593.69			
241622	09/07/2021	PRINTED	121216 PEREGRINE SERVICES INC	15,485.89			
241623	09/07/2021	PRINTED	048262 PIGGLY WIGGLY - BAY MINET	74.75			
241624	09/07/2021	PRINTED	048075 PINE GROVE VFD	593.69			
241625	09/07/2021	PRINTED	089375 PITTMAN TRACTOR CO INC	1,390.00			
241626	09/07/2021	PRINTED	093809 HEATHER ANN PLATO	85.34			
241627	09/07/2021	PRINTED	048298 POSTMARK INK	1,940.46			
241628	09/07/2021	PRINTED	185084 POWER SYSTEMS OF MS	590.00			
241629	09/07/2021	PRINTED	192465 PPG ARCHITECTURAL FINISHE	471.00			
241630	09/07/2021	PRINTED	103093 PPM CONSULTANTS, INC	15,500.00			
241631	09/07/2021	PRINTED	182453 PRECISION GLASS TINTING	250.00			
241632	09/07/2021	PRINTED	186326 QCHC INC	8,000.00			
241633	09/07/2021	PRINTED	191947 QUADIENIT LEASING USA, INC	2,875.05			
241634	09/07/2021	PRINTED	192749 QUICK BUILDINGS MODULAR,	150,637.50			
241635	09/07/2021	PRINTED	051078 RABUN VFD	593.69			
241636	09/07/2021	PRINTED	097199 RACINE'S FEED GARDEN & SU	1,113.20			
241637	09/07/2021	PRINTED	190609 KRISTEN M RAWSON	74.71			
241638	09/07/2021	PRINTED	081752 RDA SERVICE COMPANY	4,184.60			
241639	09/07/2021	PRINTED	108898 REHM ANIMAL CLINIC AT TIM	190.55			
241640	09/07/2021	PRINTED	051009 ROBERTSDALE AUTO PARTS IN	2,056.76			
241641	09/07/2021	PRINTED	051079 ROBERTSDALE VFD	593.69			
241642	09/07/2021	PRINTED	067336 ROSINTON VFD	593.69			

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241643	09/07/2021	PRINTED	114420 INTERSTATE BILLING SERVIC	2,732.42			
241644	09/07/2021	PRINTED	183761 SAIN ASSOCIATES INC	1,698.88			
241645	09/07/2021	PRINTED	054169 SEMINOLE VFD	593.69			
241646	09/07/2021	PRINTED	056733 SERVICEMASTER ACTION CLEA	1,048.00			
241647	09/07/2021	PRINTED	181787 SHARP ELECTRONICS CORPORA	19,323.19			
241648	09/07/2021	PRINTED	192751 SHARPS MD OF ALABAMA	990.00			
241649	09/07/2021	PRINTED	136207 SHERWIN WILLIAMS - SPANIS	1,570.68			
241650	09/07/2021	PRINTED	187492 SHORELINE ENVIRONMENTAL I	50.00			
241651	09/07/2021	PRINTED	184675 JANICE SIBLEY	170.00			
241652	09/07/2021	PRINTED	054170 SILVERHILL VFD	593.69			
241653	09/07/2021	PRINTED	185002 SITEONE LANDSCAPE SUPPLY	645.77			
241654	09/07/2021	PRINTED	123300 SOFTWARE HOUSE INT dba SH	3,696.53			
241655	09/07/2021	PRINTED	001934 SOHO EVENT RENTALS	2,388.37			
241656	09/07/2021	PRINTED	166941 SOLARWINDS, INC.	149.00			
241657	09/07/2021	PRINTED	054037 SOUTH ALABAMA REGIONAL	86,438.49			
241658	09/07/2021	PRINTED	054083 SOUTH ALABAMA REGIONAL PL	466.44			
241659	09/07/2021	PRINTED	098394 SOUTH BALDWIN REGIONAL ME	22.90			
241660	09/07/2021	PRINTED	170536 SOUTHDATA INC	8,363.99			
241661	09/07/2021	PRINTED	054464 SOUTHERN CHEVROLET-OLDS-G	94.75			
241662	09/07/2021	PRINTED	066835 SOUTHERN FIRE & SAFETY IN	448.00			
241663	09/07/2021	PRINTED	190650 SOUTHERN TIRE MART	5,293.05			
241664	09/07/2021	PRINTED	001836 LYNETTE M SPALLER	2,500.00			
241665	09/07/2021	PRINTED	054171 SPANISH FORT VFD	593.69			
241666	09/07/2021	PRINTED	076902 CHRISTINA STACEY	170.00			
241667	09/07/2021	PRINTED	185594 STAPLES CONTRACT & COMMER	20,699.39			
241668	09/07/2021	PRINTED	054161 STAPLETON VFD	593.69			
241669	09/07/2021	PRINTED	192752 STEELFUSION CLINICAL TOXI	1,400.00			
241670	09/07/2021	PRINTED	054172 STOCKTON VFD	593.69			
241671	09/07/2021	PRINTED	065091 STONE CROSBY PC	26,954.78			
241672	09/07/2021	PRINTED	054173 STYX RIVER VFD	593.69			
241673	09/07/2021	PRINTED	181899 SUBURBAN PROPANE	500.00			
241674	09/07/2021	PRINTED	054174 SUMMERDALE VFD	593.69			
241675	09/07/2021	PRINTED	070471 SUMMIT LANDSCAPE SUPPLY	2,066.25			
241676	09/07/2021	PRINTED	182059 SUNSOUTH LLC	897.24			
241677	09/07/2021	PRINTED	162616 SWEAT TIRE - BAY MINETTE	39.45			
241678	09/07/2021	PRINTED	181289 SWEAT TIRE	691.00			
241679	09/07/2021	PRINTED	054042 SWEAT TIRE - ROBERTSDALE	80.00			
241680	09/07/2021	PRINTED	186451 SYMBOL HEALTH SOLUTIONS L	84,132.91			
241681	09/07/2021	PRINTED	189057 TEAM ONE COMMUNICATIONS	1,260.74			
241682	09/07/2021	PRINTED	057090 TENSAR VFD	593.69			
241683	09/07/2021	PRINTED	057002 TERMINIX SERVICE	698.00			
241684	09/07/2021	PRINTED	057053 THE GALLERY	1,145.00			
241685	09/07/2021	PRINTED	184294 THE PRINT SHOP	3,470.50			
241686	09/07/2021	PRINTED	057316 THOMAS HOSPITAL	3,650.42			
241687	09/07/2021	PRINTED	057071 THOMPSON TRACTOR CO	80,971.29			
241688	09/07/2021	PRINTED	142501 TIMOTHY J WARRINER	2,110.50			
241689	09/07/2021	PRINTED	057327 TONY'S TOWING INC	3,022.50			
241690	09/07/2021	PRINTED	057038 TRACTOR & EQUIPMENT - MOB	1,273.22			
241691	09/07/2021	PRINTED	158123 TRANE-MOBILE PARTS CENTER	1,334.32			
241692	09/07/2021	PRINTED	138958 TRAVIS PAUL MD PC	2,488.00			
241693	09/07/2021	PRINTED	089463 TRI-TECH FORENSICS INC	1,749.07			
241694	09/07/2021	PRINTED	057039 TRUCK EQUIPMENT SALES INC	5,472.00			



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241695	09/07/2021	PRINTED	166975 TSA INC	6,518.32			
241696	09/07/2021	PRINTED	192180 TTL, INC.	31,547.23			
241697	09/07/2021	PRINTED	057304 TWO-WAY COMMUNICATIONS IN	1,073.23			
241698	09/07/2021	PRINTED	190884 TYLER TECHNOLOGIES, INC.	14,514.22			
241699	09/07/2021	PRINTED	181813 UTILITY ASSOCIATES INC	220,865.00			
241700	09/07/2021	PRINTED	135466 VAN SCOYOC ASSOCIATES	9,500.00			
241701	09/07/2021	PRINTED	192322 VIA MOBILITY, LLC	16,500.00			
241702	09/07/2021	PRINTED	066295 VOLKERT INC	70,411.03			
241703	09/07/2021	PRINTED	065201 VULCAN MATERIALS CO	608.24			
241704	09/07/2021	PRINTED	065007 VULCAN SIGNS	232.16			
241705	09/07/2021	PRINTED	169455 W H THOMAS OIL CO INC	5,819.46			
241706	09/07/2021	PRINTED	084216 W W GRAINGER	11,522.32			
241707	09/07/2021	PRINTED	192796 LORI WADDLE	20.22			
241708	09/07/2021	PRINTED	085307 CAPITAL ONE	614.53			
241709	09/07/2021	PRINTED	184040 HELEN WALTON	34.16			
241710	09/07/2021	PRINTED	118519 BRENDA WALZ	190.90			
241711	09/07/2021	PRINTED	060011 WARD INTL TRUCKS - MOBILE	58,742.57			
241712	09/07/2021	PRINTED	181290 WESCO - FOLEY	578.56			
241713	09/07/2021	PRINTED	066024 WESCO DISTRIBUTION - MOBI	43.65			
241714	09/07/2021	PRINTED	066024 WESCO RECEIVABLES CORP	4,857.95			
241715	09/07/2021	PRINTED	066029 WEST GROUP PAYMENT CENTER	170.17			
241716	09/07/2021	PRINTED	066063 WHITE HOUSE FORKS VFD	593.69			
241717	09/07/2021	PRINTED	103202 MARY K WHITE	48.72			
241718	09/07/2021	PRINTED	080670 WILLIAMS SCOTSMAN INC	673.90			
241719	09/07/2021	PRINTED	184892 WITTICHEN SUPPLY - DAPHNE	145.96			
241720	09/07/2021	PRINTED	146114 WOLFE-BAYFIEW FUNERAL HOM	395.00			
241721	09/07/2021	PRINTED	135520 WOOD FRUITTICHER GROCERY	780.18			
241722	09/07/2021	PRINTED	066006 WRIGHTS MOTOR PARTS INC	1,679.94			
241723	09/07/2021	PRINTED	110162 ZACK LONG	3,622.50			
241724	09/07/2021	PRINTED	095628 ZEP MANUFACTURING COMPANY	5,317.41			
394 CHECKS				CASH ACCOUNT TOTAL	3,042,472.91	.00	

## AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
394 CHECKS	FINAL TOTAL	3,042,472.91	.00

\*\* END OF REPORT - Generated by Robin Gail. Benson \*\*





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1219, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Dana Austin, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **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 \$4,894,954.25 (four million, eight hundred ninety-four thousand, nine hundred fifty-four dollars and twenty-five 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  
September 7, 2021**

Vendor Summary	Totals	Brief Description
701 JUNIPER, LLC	6,875.00	Housing Rental
AFLAC	21,559.56	Payroll
AKMON INVESTMENT	1,029.68	Land Redemptions
ALABAMA CHILD SUPPORT PAYMENT CENTER	2,651.97	Payroll
ALABAMA DEPT OF REVENUE	384.30	Payroll
ALABAMA POWER CO	81,504.29	Utilities
ANGELA TUCKER	1,221.98	Land Redemptions
ANN POWE	2,587.20	Housing Rental
ASHLEY JOHNSON	7,800.00	Housing Rental
AT&T	1,077.78	Telephone
AT&T MOBILITY	410.98	Telephone
BALDWIN CNTY COMMISSION - BOOTS	77.50	Payroll
BALDWIN CNTY COMMISSION - DENTAL 790	8,121.50	Payroll
BALDWIN CNTY COMMISSION - HEALTH	308,649.50	Payroll
BALDWIN CNTY HERITAGE MUSEUM	18,200.00	Appropriations Resolutions # 2021-117
BALDWIN CNTY HISTORIC DEV COMMISSION	61,963.00	Appropriations Resolutions # 2021-115
BALDWIN CNTY SHERIFF'S OFFICE	936,839.07	Payroll
BALDWIN EMC	15,632.90	Utilities
BALDWIN EMERGENCY COMMUNICATION DISTRICT	16,779.00	Annual Lease and Utilities E-911
BALDWIN REALTY, LLC	2,535.00	Housing Rental
BETTY FERRELL	5,340.00	Housing Rental
BLUE CROSS & BLUE SHIELD OF AL	605,267.07	Payroll
BOT HOLDINGS LLC	1,011.39	Land Redemptions
BRIAN A. GAUTHIER	3,328.38	Land Redemptions
CANOPY INVESTMENT COMPANY LLC	431.10	Land Redemptions
CARLETHIA S. RUSHIN	634.08	Land Redemptions
CENTURYLINK	906.16	Telephone
CGHC, LLC	11,125.00	Housing Rental
CHRISTOPHER CALLAGHAN	546.85	Land Redemptions
CITY OF FAIRHOPE-UTILITIES	12,076.26	Utilities
CITY OF FOLEY	57.72	Utilities
COREY SINGLETON	402.61	Land Redemptions
CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
CRAFT TRAINING FUND	2,503.00	CICT Fees; Jul 2021
DANIEL O'BRIEN	826.60	Payroll
DANIEL STEPHENS	736.59	Land Redemptions
DANIELLE GRIFFIN	1,950.00	Housing Rental
DAVID E. MCLEAN	6,850.00	Housing Rental
DENNIS DAVIS	5,850.00	Housing Rental
DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
DEVIN LAMB	3,927.27	Housing Rental
DRF APARTMENTS, LLC	4,965.00	Housing Rental
EGP PROPERTY, LLC	9,373.45	Housing Rental
ELITE REAL ESTATE SOLUTIONS, LLC	3,825.00	Housing Rental
EMMA J. MARSHALL	5,425.00	Housing Rental
FAIRFIELD INN & SUITES BY MARIOTT ORANGE BEACH	8,170.00	Housing Rental
FITZGERALD CONSTRUCTION, LLC	171,615.60	Contract Services
FLEXIBLE BENEFITS	9,462.33	Payroll
FORT MIMS RESTORATION ASSOCIATION	29,175.00	Appropriations Resolutions # 2021-116
FRONTIER COMMUNICATIONS OF THE SOUTH INC	68.41	Telephone
GARY R. ICKES	4,770.00	Housing Rental
GREGORY O AND AMANDA M GIPSON	6,250.00	ROW Purchase
GUARDIAN TAX AL LLC	287.98	Land Redemptions
HANCOCK BANK	7,124.82	Credit Card Services
HARBOR COMMUNICATIONS LLC	368.75	Telephone

HARBOR CROSSING APARTMENTS	5,000.00	Housing Rental
HOWARD, ANDREW	131.26	Land Redemptions
IRS-TAX PAYMENT	251,127.15	Payroll
J. SMITH CONTRACTORS, LLC	29,576.00	Contract Services
JAMES NELSON	12,000.00	Housing Rental
JEAN MARC PRESCOTT	2,764.84	Land Redemptions
JENNIFER BARLOW	10,850.00	Housing Rental
JENNIFER LONGMIRE	7,600.00	Housing Rental
JERE AUSTILL III	768.40	Land Redemptions
JIMMY DICHARA	29,549.00	Housing Rental
JOANNE BURRAGE	4,566.00	Housing Rental
JODY L WISE CIRCUIT CLERK	230.83	Payroll
JOHN G WALTON CONST CO	472,058.15	Contract Services
JUDICIAL RETIREMENT FUND	918.75	Payroll
KAREN STOROUK	8,000.00	Housing Rental
KIM BOYETT	6,150.00	Housing Rental
LAKAVIA ANDREWS	4,500.00	Housing Rental
LAURA STALLWORTH	10,320.00	Housing Rental
LEON LEWIS JR	254.23	Land Redemptions
LIBERTY NATIONAL LIFE	9,789.40	Payroll
MADONNA REED	11,800.00	Housing Rental
MARK KITE	2,800.00	Housing Rental
MARTHA TRAWEEK	2,290.00	Housing Rental
MCELHENNEY CONSTRUCTION CO LLC	744,194.40	Contract Services
MEGHAN BURCH	2,988.00	Housing Rental
METROPOLITAN LIFE INS CO (COBRA)	92.83	Payroll
METROPOLITAN LIFE INSURANCE CO	27,036.78	Payroll
MISTY & JASON PRESNALL	2,732.22	Land Redemptions
MITCHELL NYE	371.55	Land Redemptions
MOBILE ASPHALT CO LLC	38,272.75	Contract Services
NATIONWIDE RETIREMENT SOLUTIONS	12,735.00	Payroll
NEAL CUMBUS	5,311.96	Housing Rental
NORTH BALDWIN HOSPITAL WELLNESS CENTER	78.00	Payroll
NORTH BALDWIN UTILITIES	25,824.16	Utilities
NUVIEW IRA FBO DOUGLAS GALE	214.84	Land Redemptions
OLDE TOWNE, LLC	2,011.50	Land Redemptions
PATRICIA J. CORPORAAL	4,230.00	Housing Rental
PH & J ARCHITECTS INC	5,195.34	Contract Services
PINE VALLEY ONE REAL ESTATE LLC	238.70	Land Redemptions
PLUMCORE, INC.	360,788.06	Contract Services
PRESCOTT, GLENDA TYLER	312.49	Land Redemptions
REGIONS BANK CORP	117,237.46	2021 Lease PBA; Aug 2021
RETIREMENT SYSTEMS OF AL	157,556.30	Payroll
RIVIERA UTILITIES	3,232.14	Utilities
ROBIN VAN SICKLER	9,700.00	Housing Rental
RUSSELL SCOTT WALLACE	5,450.00	Housing Rental
RYNO CONSULTING	887.80	Monthly Pay Flow Fee
SARA LOCKHART	7,930.00	Housing Rental
SLEDGE CONSTRUCTION & SEPTIC TANKS	5,000.00	Septic Tank; Little River SAIL Center
SLOCUM PROPERTIES	10,800.00	Housing Rental
STACEY SAMPSON	11,369.10	Land Redemptions
THE GUARANTEE TITLE CO LLC	6,983.00	Land Purchase Tract 3 CR 13
THE PLANNING & ZONING RESOURCE COMPANY	200.00	Refund; Public Records Request
THE STEWARD GROUP, INC	3,300.00	Housing Rental
TYLER MONTANA JUL PRESCOTT	367.82	Land Redemptions
UNITED WAY OF BALDWIN COUNTY	283.00	Payroll
UNITI FIBER	7,850.13	Telephone
VERIZON WIRELESS	1,794.44	Telephone
WANDA CHAMPION LOGAN	8,580.00	Housing Rental
<b>Grand Total</b>	<b>4,894,954.25</b>	



# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: I080921A 08/09/2021  
DUE DATE: 08/09/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
63589	AT&T			0002		INV	08/09/2021	134984817; JUL '21		13049		
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10051965	52510		CIS Depar	Telephone		102.20				
									102.20			
								CHECK TOTAL	102.20			
1929	FITZGERALD CONSTRUCTI			0000	20214058	INV	08/09/2021	#3;AREA 100 HMF BLDG		13064		
	ACCOUNT DETAIL							LINE AMOUNT				
	1	11153111	55240		HWY A100	CapImpr		171,615.60				
									171,615.60			
								CHECK TOTAL	171,615.60			
185518	MCELHENNEY CONSTRUCTI			0000		INV	08/09/2021	#2; BCP# 0203120		13059		
	ACCOUNT DETAIL							LINE AMOUNT				
	1	14457200	55901		Parks Dept	ParkPrj		744,194.40				
									744,194.40			
								CHECK TOTAL	744,194.40			
136371	THE GUARANTEE TITLE C			0000		INV	08/09/2021	8092021		13037		
	ACCOUNT DETAIL							LINE AMOUNT				
	1	11153000	55914		Hwy Misc	SafetyPrj		6,983.00				
									6,983.00			
								CHECK TOTAL	6,983.00			
152240	VERIZON WIRELESS			0000		INV	08/09/2021	9884758082; 332		13061		
	ACCOUNT DETAIL							LINE AMOUNT				
	1	14351930	52140		BRATS Adm	SmTools		1,774.40				
									1,774.40			
								CHECK TOTAL	1,774.40			
5	INVOICES				WARRANT TOTAL			924,669.60	924,669.60			

## PAYROLL VENDOR PROOF SUMMARY

Warrant:210813 Pay Period From:08/01/2021 To:08/31/2021 Check Date:08/13/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
36240	0	JUDICIAL RETIREM	I	7003	RSA J	1	210813	918.75	0.00
VENDOR TOTAL:							918.75	918.75	0.00
REPORT TOTAL:							918.75	918.75	0.00

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*



## PAYROLL VENDOR PROOF SUMMARY

Warrant:210813 Pay Period From:08/01/2021 To:08/31/2021 Check Date:08/13/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
51059	0	RETIREMENT SYSTE	I	7000	RSA	1	210813	687.50	567.42
51059	0	RETIREMENT SYSTE	I	7001	RSA	1	210813	640.26	542.94
VENDOR TOTAL:						2,438.12		1,327.76	1,110.36
REPORT TOTAL:						2,438.12		1,327.76	1,110.36

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*

## Baldwin County, AL



### PAYROLL VENDOR PROOF SUMMARY

Warrant:210813 Pay Period From:08/01/2021 To:08/31/2021 Check Date:08/13/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	1	210813	2,284.50	2,284.50
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	1	210813	534.27	534.27
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	1	210813	3,364.52	0.00
VENDOR TOTAL:						9,002.06		6,183.29	2,818.77
REPORT TOTAL:						9,002.06		6,183.29	2,818.77

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241189	08/13/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	289.00			
241190	08/13/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	5,724.00			
241191	08/13/2021	PRINTED	000717 FLEXIBLE BENEFITS	275.00			
241192	08/13/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	125.00			
4 CHECKS CASH ACCOUNT TOTAL				6,413.00	.00		

## WEEKLY CLAIMS 8/2-8/6/21

CLERK: Lisa.Hacker		BATCH: 1017		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	13133 42257 998 8/2-8/6		M081121L	45,817.92	.00	.00	9205961
CASH 999	2021/11	INV 08/10/2021	SEP-CHK: N	DISC: .00	79010790 51204		783.00	1099:
ACCT 10010	DEPT 555	DUE 08/11/2021	DESC:BCSO WEEKLY CLAIMS 8/2-8/6/21		79010790 51204		1,670.60	1099:
					79010790 51526		294.43	1099:
					79010790 51202		33,539.23	1099:
					79010790 51202		9,337.21	1099:
					79010790 51202		193.45	1099:
14125	00000 BLUE CROSS & BLU	13134 42257 999 8/2-8/6		M081121L	118,196.69	.00	.00	9205962
CASH 999	2021/11	INV 08/10/2021	SEP-CHK: N	DISC: .00	79010790 51203		1,252.60	1099:
ACCT 10010	DEPT 555	DUE 08/11/2021	DESC:BCC WEEKLY CLAIMS 8/2-8/6/21		79010790 51203		4,092.30	1099:
					79010790 51203		231.00	1099:
					79010790 51522		669.11	1099:
					79010790 51201		104,924.40	1099:
					79010790 51201		6,130.13	1099:
					79010790 51201		5.90	1099:
					79010790 51201		891.25	1099:
2 APPROVED PAID INVOICES				TOTAL	164,014.61			
2 INVOICE(S)				REPORT POST TOTAL	164,014.61			

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241193	08/11/2021	PRINTED	999996 ANN POWE	2,587.20			
241194	08/11/2021	PRINTED	999996 DENNIS DAVIS	5,850.00			
241195	08/11/2021	PRINTED	999996 DEVIN LAMB	3,927.27			
241196	08/11/2021	PRINTED	999996 JENNIFER BARLOW	10,850.00			
241197	08/11/2021	PRINTED	999996 LAKAVIA ANDREWS	4,500.00			
241198	08/11/2021	PRINTED	999996 MADONNA REED	11,800.00			
241199	08/11/2021	PRINTED	999996 MARK KITE	2,800.00			
241200	08/11/2021	PRINTED	999996 MARTHA TRAWEEK	2,290.00			
241201	08/11/2021	PRINTED	999996 MEGHAN BURCH	2,988.00			
241202	08/11/2021	PRINTED	999996 ROBIN VAN SICKLER	9,700.00			
241203	08/11/2021	PRINTED	999996 SARA LOCKHART	7,930.00			
241204	08/11/2021	PRINTED	999995 BALDWIN REALTY, LLC	2,535.00			
241205	08/11/2021	PRINTED	999995 GARY R. ICKES	4,770.00			
241206	08/11/2021	PRINTED	999995 PATRICIA J. CORPORAAL	4,230.00			
241207	08/11/2021	PRINTED	999995 WANDA CHAMPION LOGAN	8,580.00			
15 CHECKS CASH ACCOUNT TOTAL				85,337.47	.00		



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241208	08/13/2021	PRINTED	010346 AFLAC	21,431.46			
241209	08/13/2021	PRINTED	170616 AFLAC	128.10			
241210	08/13/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	1,076.00			
241211	08/13/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	23,408.50			
241212	08/13/2021	PRINTED	064266 CORRECTIONAL PEACE OFFICE	15.00			
241213	08/13/2021	PRINTED	039441 LIBERTY NATIONAL LIFE	9,789.40			
241214	08/13/2021	PRINTED	191391 METROPOLITAN LIFE INSURAN	2,816.37			
241215	08/13/2021	PRINTED	191521 METROPOLITAN LIFE INSURAN	10,525.44			
241216	08/13/2021	PRINTED	191522 METROPOLITAN LIFE INSURAN	3,978.00			
241217	08/13/2021	PRINTED	191523 METROPOLITAN LIFE INSURAN	4,519.43			
241218	08/13/2021	PRINTED	191524 METROPOLITAN LIFE INSURAN	5,197.54			
241219	08/13/2021	PRINTED	192000 METROPOLITAN LIFE INS CO	92.83			
241220	08/13/2021	PRINTED	091547 NORTH BALDWIN HOSPITAL WE	78.00			
241221	08/13/2021	PRINTED	040624 UNITED WAY OF BALDWIN COU	283.00			
14 CHECKS				83,339.07	.00		
CASH ACCOUNT TOTAL							



# AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241222	08/12/2021	PRINTED	192222 AKMON INVESTMENT	1,029.68			
241223	08/12/2021	PRINTED	010009 ALABAMA POWER CO	80,355.49			
241224	08/12/2021	PRINTED	192370 ANGELA TUCKER	1,221.98			
241225	08/12/2021	PRINTED	014397 AT&T MOBILITY	410.98			
241226	08/12/2021	PRINTED	014005 BALDWIN EMC	9,294.00			
241227	08/12/2021	PRINTED	187158 CANOPY INVESTMENT COMPANY	116.36			
241228	08/12/2021	PRINTED	192240 CARLETHIA S. RUSHIN	634.08			
241229	08/12/2021	PRINTED	027007 CENTURYLINK	88.53			
241230	08/12/2021	PRINTED	061111 CENTURYLINK	43.75			
241231	08/12/2021	PRINTED	192246 CHRISTOPHER CALLAGHAN	546.85			
241232	08/12/2021	PRINTED	019049 CITY OF FOLEY	57.72			
241233	08/12/2021	PRINTED	186412 CRAFT TRAINING FUND	2,503.00			
241235	08/12/2021	PRINTED	186426 GUARDIAN TAX AL LLC	287.98			
241236	08/12/2021	PRINTED	155408 HARBOR COMMUNICATIONS LLC	368.75			
241237	08/12/2021	PRINTED	192365 HOWARD, ANDREW	131.26			
241238	08/12/2021	PRINTED	130681 JEAN MARC PRESCOTT	2,183.74			
241239	08/12/2021	PRINTED	174019 JERE AUSTILL III	768.40			
241240	08/12/2021	PRINTED	191608 LEON LEWIS JR	148.96			
241241	08/12/2021	PRINTED	165236 MISTY & JASON PRESNALL	2,732.22			
241242	08/12/2021	PRINTED	165237 MITCHELL NYE	371.55			
241243	08/12/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	176.25			
241244	08/12/2021	PRINTED	192299 OLDE TOWNE, LLC	2,011.50			
241245	08/12/2021	PRINTED	192298 PINE VALLEY ONE REAL ESTA	238.70			
241246	08/12/2021	PRINTED	192260 PRESCOTT, GLENDA TYLER	226.83			
241247	08/12/2021	PRINTED	188786 STACEY SAMPSON	11,369.10			
241248	08/12/2021	PRINTED	128434 TYLER MONTANA JUL PRESCOT	367.82			
241249	08/12/2021	PRINTED	145701 UNITI FIBER	7,850.13			
27 CHECKS CASH ACCOUNT TOTAL				125,535.61	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241250	08/12/2021	PRINTED	001956 GREGORY O AND AMANDA M GI	6,250.00			
			1 CHECKS CASH ACCOUNT TOTAL	6,250.00	.00		

## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1024				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
123781	00000 REGIONS BANK COR	13192		M081221A	117,237.46	.00	.00	9205963
		2021 LEASE; AUG '21						
CASH 999	2021/11	INV 08/12/2021	SEP-CHK: N	DISC: .00		30410304 56211	60,714.29	1099:
ACCT 10010	DEPT 555	DUE 08/12/2021	DESC:2021 LEASE	PBA; AUG 2021		30410304 56221	56,523.17	1099:
1 APPROVED PAID INVOICES				TOTAL	117,237.46			
1 INVOICE(S)				REPORT POST TOTAL	117,237.46			

## PAID CHECK RUN REPORT

CHECK RUN:M081621H

TO FISCAL 2021/01 10/01/2020 TO 09/30/2021

VENDOR NAME DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
1849 ALABAMA DEPT OF REVENUE 13308	08/16/21		9205964	W	08/16/21	144 21340	Lodgings Tax Payable	384.30
INVOICE: July 2021 Lodging Ta								
VENDOR TOTALS		.00	YTD INVOICED			3,146.49	YTD PAID	384.30
REPORT TOTALS								384.30

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	384.30

\*\* END OF REPORT - Generated by Robin Gail. Benson \*\*

## INVOICE ENTRY PROOF LIST

CLERK: RBENSON			BATCH: 1042		NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	
APPROVED PAID INVOICES									
10	00000 BALDWIN CNTY SHE	13339 8162021		M081621A	87,814.58	.00	.00	9205965	
CASH 999	2021/11	INV 08/16/2021	SEP-CHK: N	DISC: .00		10052100 52910	55,106.84	1099:	
ACCT 10010	DEPT 555	DUE 08/16/2021	DESC:SHERIFF'S	AP MONTH END AND STATE TAXES;		10052200 52910	30,193.53	1099:	
						708 22797	2,514.21	1099:	
1 APPROVED PAID INVOICES			TOTAL		87,814.58				
1 INVOICE(S)			REPORT POST TOTAL		87,814.58				



INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker		BATCH: 1046		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	13438 42257 999 8/9-8/13		M081721I	167,919.39	.00	.00	9205966
CASH 999	2021/11	INV 08/17/2021	SEP-CHK: N	DISC: .00	79010790 51203		2,270.80	1099:
ACCT 10010	DEPT 555	DUE 08/17/2021	DESC:BCC WEEKLY CLAIMS 8/9-8/13/21		79010790 51203		5,753.70	1099:
					79010790 51203		122.00	1099:
					79010790 51522		977.58	1099:
					79010790 51201		154,087.84	1099:
					79010790 51201		4,386.49	1099:
					79010790 51201		320.96	1099:
					79010790 51201		.02	1099:
14125	00000 BLUE CROSS & BLU	13440 42257 998 8/9-8/13		M081721I	37,387.44	.00	.00	9205967
CASH 999	2021/11	INV 08/17/2021	SEP-CHK: N	DISC: .00	79010790 51204		591.80	1099:
ACCT 10010	DEPT 555	DUE 08/17/2021	DESC:BCSO WEEKLY CLAIMS 8/9-8/13/21		79010790 51204		347.60	1099:
					79010790 51526		112.73	1099:
					79010790 51202		32,154.56	1099:
					79010790 51202		4,180.75	1099:
2 APPROVED PAID INVOICES				TOTAL	205,306.83			
2 INVOICE(S)				REPORT POST TOTAL	205,306.83			



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241264	08/18/2021	PRINTED	999996 DANIELLE GRIFFIN	1,950.00			
241265	08/18/2021	PRINTED	999996 LAURA STALLWORTH	10,320.00			
241266	08/18/2021	PRINTED	999996 NEAL CUMBUS	5,311.96			
241267	08/18/2021	PRINTED	999995 701 JUNIPER, LLC	6,875.00			
241268	08/18/2021	PRINTED	999995 BETTY FERRELL	5,340.00			
241269	08/18/2021	PRINTED	999995 CGHC, LLC	11,125.00			
241270	08/18/2021	PRINTED	999995 DRF APARTMENTS, LLC	4,965.00			
241271	08/18/2021	PRINTED	999995 ELITE REAL ESTATE SOLUTIO	3,825.00			
241272	08/18/2021	PRINTED	999995 EMMA J. MARSHALL	5,425.00			
241273	08/18/2021	PRINTED	999995 HARBOR CROSSING APARTMENT	5,000.00			
241274	08/18/2021	PRINTED	999995 JENNIFER LONGMIRE	7,600.00			
241275	08/18/2021	PRINTED	999995 JIMMY DICHARA	10,330.00			
241276	08/18/2021	PRINTED	999995 JIMMY DICHARA	3,218.50			
241277	08/18/2021	PRINTED	999995 JOANNE BURRAGE	4,566.00			
241278	08/18/2021	PRINTED	999995 KIM BOYETT	6,150.00			
241279	08/18/2021	PRINTED	999995 RUSSELL SCOTT WALLACE	5,450.00			
241280	08/18/2021	PRINTED	999995 SLOCUM PROPERTIES	8,850.00			
17 CHECKS							
CASH ACCOUNT TOTAL				106,301.46	.00		

## Baldwin County, AL

### PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

#### Detail Invoice List

CHECK RUN: M081921I 08/19/2021  
DUE DATE: 08/19/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
14125	BLUE CROSS & BLUE SHI		0000		INV	08/19/2021	42257-998 6/18-7/16		13619		
ACCOUNT DETAIL							LINE AMOUNT				
1	79010790	51524		Self Insur	BCSO HAdm		22,309.20				
								22,309.20			
							CHECK TOTAL	22,309.20			
1	INVOICES		WARRANT TOTAL				22,309.20	22,309.20			

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241281	08/19/2021	PRINTED	010009 ALABAMA POWER CO	1,148.80			
241282	08/19/2021	PRINTED	063589 AT&T	975.58			
241283	08/19/2021	PRINTED	078713 BALDWIN CNTY HERITAGE MUS	18,200.00			
241284	08/19/2021	PRINTED	014523 BALDWIN CNTY HISTORIC DEV	61,963.00			
241285	08/19/2021	PRINTED	014005 BALDWIN EMC	1,561.00			
241286	08/19/2021	PRINTED	187158 CANOPY INVESTMENT COMPANY	314.74			
241287	08/19/2021	PRINTED	027007 CENTURYLINK	773.88			
241288	08/19/2021	PRINTED	019021 CITY OF FAIRHOPE-UTILITIE	12,076.26			
241289	08/19/2021	PRINTED	192244 DANIEL STEPHENS	736.59			
241290	08/19/2021	PRINTED	120619 FORT MIMS RESTORATION ASS	29,175.00			
241291	08/19/2021	PRINTED	192321 J. SMITH CONTRACTORS, LLC	29,576.00			
241292	08/19/2021	PRINTED	100861 JOHN G WALTON CONST CO	472,058.15			
241293	08/19/2021	PRINTED	040589 MOBILE ASPHALT CO LLC	38,272.75			
241294	08/19/2021	PRINTED	047503 PH & J ARCHITECTS INC	5,195.34			
241295	08/19/2021	PRINTED	192408 PLUMCORE, INC.	360,788.06			
241296	08/19/2021	PRINTED	051003 RIVIERA UTILITIES	281.41			
16 CHECKS							
CASH ACCOUNT TOTAL				1,033,096.56	.00		

INVOICE ENTRY PROOF LIST

CLERK: R BENSON BATCH: 1063			NEW INVOICES					
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10	00000 BALDWIN CNTY SHE	13646 8192021		M081921A	849,024.49	.00	.00	9205974
CASH 999	2021/11	INV 08/19/2021	SEP-CHK: N	DISC: .00	10052100 52910		263,873.03	1099:
ACCT 10010	DEPT 555	DUE 08/19/2021	DESC:SHERIFF'S	PAYROLL, AP CKS, AND TAXES	10052200 52910		137,590.52	1099:
					708 22797		11,033.37	1099:
					10052100 52910		280,996.18	1099:
					10052200 52910		144,728.55	1099:
					708 22797		10,802.84	1099:
1 APPROVED PAID INVOICES			TOTAL		849,024.49			
1 INVOICE(S)			REPORT POST TOTAL		849,024.49			

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241297	08/20/2021	PRINTED	094828 ALABAMA CHILD SUPPORT PAY	2,651.97			
241298	08/20/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	6,756.50			
241299	08/20/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	279,517.00			
241300	08/20/2021	PRINTED	188062 BALDWIN CNTY COMMISSION -	77.50			
241301	08/20/2021	PRINTED	184047 DANIEL O'BRIEN	826.60			
241302	08/20/2021	PRINTED	189015 DEPARTMENT OF CHILDREN AN	193.84			
241303	08/20/2021	PRINTED	000717 FLEXIBLE BENEFITS	9,187.33			
241304	08/20/2021	PRINTED	112221 JODY L WISE CIRCUIT CLERK	230.83			
241305	08/20/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	12,610.00			
9 CHECKS CASH ACCOUNT TOTAL				312,051.57	.00		



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9205970	08/20/2021	WIRE	051059 RETIREMENT SYSTEMS OF AL	155,118.18			
			1 CHECKS CASH ACCOUNT TOTAL	155,118.18	.00		



## PAYROLL VENDOR PROOF SUMMARY

Warrant:210815 Pay Period From:08/02/2021 To:08/15/2021 Check Date:08/20/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	0	210815	66,350.61	66,350.61
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	0	210815	15,517.56	15,517.56
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	0	210815	78,388.75	0.00
VENDOR TOTAL:						242,125.09		160,256.92	81,868.17
REPORT TOTAL:						242,125.09		160,256.92	81,868.17

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*

## Baldwin County, AL

### PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

#### Detail Invoice List

CHECK RUN: I082021 08/20/2021  
DUE DATE: 08/20/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
164347	SLEDGE CONSTRUCTION &		0000	20214425	INV	08/20/2021	6142021		13728		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10051990 55240			Misc Appro	CapImpr		5,000.00				
								5,000.00			
							CHECK TOTAL	5,000.00			
1	INVOICES						WARRANT TOTAL	5,000.00	5,000.00		

## INVOICE ENTRY PROOF LIST

CLERK: R BENSON    BATCH: 1069				NEW INVOICES					
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES									
185975	00000 HANCOCK BANK	13733 JUL '21		M082021A	7,124.82		.00	.00	9205975
CASH 999	2021/11	INV 08/20/2021	SEP-CHK: N	DISC: .00		10051700	51700		350.00 1099:
ACCT 10010	DEPT 555	DUE 08/20/2021	DESC:CREDIT CARD SVCS; JUL 2021			10051125	51700		350.00 1099:
						77910779	52600		382.80 1099:
						77910779	52600		382.80 1099:
						77910779	52600		382.80 1099:
						77910779	52600		382.80 1099:
						77910779	52600		382.80 1099:
						77910779	52600		382.80 1099:
						77910779	52600		382.80 1099:
						10051962	51700		180.00 1099:
						10052730	51500		1,385.00 1099:
						51154801	54090		34.99 1099:
						10051700	52110		82.06 1099:
						10051125	54090		360.00 1099:
						10051700	52110		82.06 1099:
						14457200	52190		129.34 1099:
						10051700	51700		185.00 1099:
						10051700	51700		185.00 1099:
						10051125	54090		299.40 1099:
						10051965	52351		217.01 1099:
						10051700	52110		50.36 1099:
						10051750	51700		185.00 1099:
						10051750	51700		370.00 1099:
1 APPROVED PAID INVOICES			TOTAL		7,124.82				
1 INVOICE(S)			REPORT POST TOTAL		7,124.82				

# AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241307	08/20/2021	PRINTED	999996 ASHLEY JOHNSON	7,800.00			
241308	08/20/2021	PRINTED	999996 KAREN STOROUK	8,000.00			
241309	08/20/2021	PRINTED	999995 DAVID E. MCLEAN	6,850.00			
241310	08/20/2021	PRINTED	999995 EGP PROPERTY, LLC	9,373.45			
241311	08/20/2021	PRINTED	999995 FAIRFIELD INN & SUITES BY	8,170.00			
241312	08/20/2021	PRINTED	999995 JAMES NELSON	12,000.00			
241313	08/20/2021	PRINTED	999995 JIMMY DICHARA	6,599.00			
241314	08/20/2021	PRINTED	999995 JIMMY DICHARA	9,401.50			
241315	08/20/2021	PRINTED	999995 SLOCUM PROPERTIES	1,950.00			
241316	08/20/2021	PRINTED	999995 THE STEWARD GROUP, INC	3,300.00			
10 CHECKS CASH ACCOUNT TOTAL				73,443.95	.00		

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: I082321A 08/23/2021  
DUE DATE: 08/23/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1959	BALDWIN EMERGENCY COM		0000		INV	08/23/2021	90121-83122; LEASE		13852		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051600 52210		Rev Comm	RentExp		1.00				
								1.00			
1959	BALDWIN EMERGENCY COM		0000		INV	08/23/2021	5'20-5'21;UTILITIES		13853		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051555 52401		GF Bldg	Electricit		15,983.30				
	2	10051555 52402		GF Bldg	WatSewer		794.70				
								16,778.00			
							CHECK TOTAL	16,779.00			
2		INVOICES		WARRANT TOTAL			16,779.00	16,779.00			



## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1088			NEW INVOICES					
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
182668	00000 RYNO CONSULTING	14170 8374		M082621A	887.80	.00	.00	9205976
CASH 511	2021/11	INV 08/26/2021	SEP-CHK: N	DISC: .00		51154801 51500	887.80	1099:
ACCT 11000	DEPT 555	DUE 08/26/2021	DESC:MONTHLY PAY FLOW FEE					
1 APPROVED PAID INVOICES			TOTAL		887.80			
1 INVOICE(S)			REPORT POST TOTAL		887.80			



## INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker		BATCH: 1078		NEW INVOICES					
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES									
14125	00000 BLUE CROSS & BLU	13919 42257-999	9/1-10/1	M082521L	43,630.59		.00	.00	9205977
CASH 999	2021/11	INV 08/20/2021	SEP-CHK: N	DISC: .00		79010790	51520	43,630.59	1099:
ACCT 10010	DEPT 555	DUE 08/26/2021	DESC:BCC MONTHLY FEES	9/1-10/1/21					
14125	00000 BLUE CROSS & BLU	13998 42257 999	8/16-8/20/	M082521L	129,140.78		.00	.00	9205978
CASH 999	2021/11	INV 08/25/2021	SEP-CHK: N	DISC: .00		79010790	51203	2,832.60	1099:
ACCT 10010	DEPT 555	DUE 08/26/2021	DESC:BCC WEEKLY CLAIMS	8/16-8/20/21		79010790	51203	3,950.10	1099:
						79010790	51203	202.05	1099:
						79010790	51522	838.17	1099:
						79010790	51201	131,805.81	1099:
						79010790	51201	-11,728.67	1099:
						79010790	51201	856.10	1099:
						79010790	51201	384.62	1099:
2 APPROVED PAID INVOICES			TOTAL		172,771.37				
2 INVOICE(S)			REPORT POST TOTAL		172,771.37				

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241318	08/26/2021	PRINTED	014005 BALDWIN EMC	4,777.90			
241319	08/26/2021	PRINTED	180359 BOT HOLDINGS LLC	1,011.39			
241320	08/26/2021	PRINTED	192253 BRIAN A. GAUTHIER	3,328.38			
241321	08/26/2021	PRINTED	187162 COREY SINGLETON	402.61			
241322	08/26/2021	PRINTED	054257 FRONTIER COMMUNICATIONS O	68.41			
241323	08/26/2021	PRINTED	130681 JEAN MARC PRESCOTT	581.10			
241324	08/26/2021	PRINTED	191608 LEON LEWIS JR	105.27			
241325	08/26/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	25,647.91			
241326	08/26/2021	PRINTED	192296 NUVIEW IRA FBO DOUGLAS GA	214.84			
241327	08/26/2021	PRINTED	999990 THE PLANNING & ZONING RES	200.00			
241328	08/26/2021	PRINTED	192260 PRESCOTT, GLENDA TYLER	85.66			
241329	08/26/2021	PRINTED	051003 RIVIERA UTILITIES	2,950.73			
241330	08/26/2021	PRINTED	152240 VERIZON WIRELESS	20.04			
13 CHECKS				CASH ACCOUNT TOTAL	39,394.24	.00	

# INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker		BATCH: 1089		NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
APPROVED UNPAID INVOICES TO BE POSTED									
14125	00000 BLUE CROSS & BLU	14320		M082721I	40,865.06		.00	.00	
		42257 998	8/16-8/20						
CASH 999	2021/11	INV 08/26/2021	SEP-CHK: N	DISC: .00		79010790	51204	283.00	1099:
ACCT 10010	DEPT 555	DUE 08/27/2021	DESC:BCSO WEEKLY CLAIMS	8/16-8/20/21		79010790	51204	1,073.20	1099:
						79010790	51204	386.00	1099:
						79010790	51526	209.06	1099:
						79010790	51202	36,988.39	1099:
						79010790	51202	1,925.41	1099:
1 APPROVED UNPAID INVOICES		TOTAL			40,865.06				
1 INVOICE(S)		REPORT POST TOTAL			40,865.06				



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1262, **Version:** 1

**Item #:** FA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Baldwin County Animal Shelter Upgrades / New Intake Facility

### **STAFF RECOMMENDATION**

Discuss the following:

Direction moving forward on new Intake Facility and funding options to construct the new facility.

### **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

## Agenda Action Form

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**File #:** 21-1229, **Version:** 1

**Item #:** FA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Kristen M. Rawson, Assistant Administrative Services Manager

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### **ITEM TITLE**

Lillian Recreational Center Park - Discussion Regarding Facilities

### **STAFF RECOMMENDATION**

Dr. Melvin Whitehurst from the Lillian community will be in attendance at the September 7, 2021, work session to discuss the facilities at the Lillian Recreational Center Park.

### **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

## Agenda Action Form

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**File #:** 21-1206, **Version:** 1

**Item #:** FA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Commissioner James E. Ball, District 1

**Submitted by:** Anu Gary, Administrative Services Manager

---

### **ITEM TITLE**

Request to the Baldwin County Legislative Delegation Regarding Compensation and Minimum Qualifications Criteria for Baldwin County Coroner

### **STAFF RECOMMENDATION**

**Discussion Item at this time - Discuss/consider the following:**

Authorize the Chairman to execute a letter of request on behalf of the Baldwin County Commission, which requests the Baldwin County Legislative Delegation to consider and pass legislation increasing the annual compensation and required minimum qualifications criteria for the position of Coroner of Baldwin County, Alabama.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** August 16, 2021, BCC Work Session - Discussion postponed to September 7, 2021, Work Session.

**Background:** Commissioner Ball requests for the Baldwin County Commission to discuss submitting a formal request to the Baldwin County Legislative Delegation to increase the standard qualifications and annual compensation for the position for Coroner of Baldwin County, Alabama.

### **PROPOSAL/DISCUSSION REGARDING QUALIFICATIONS:**

•Discuss the qualifications needed for an individual to qualify to run for the position of Coroner, specifically if the candidate should be certified by the American Board of Medicolegal Death Investigators (ABMDI).

The certification for the Coroner is necessary to maintain the accreditation the Baldwin County Coroner's Office received from the International Association of Coroners and Medical Examiners (IACME).

The certification would ensure the candidate running for the Coroner position has death investigation experience.

All other qualification requirements required by the State of Alabama would remain in place.

**PROPOSAL/DISCUSSION REGARDING COMPENSATION:**

•Discuss increasing the annual salary for the Coroner position including annual COLA raises and the same benefits package provided to other elected County officials.

The current annual salary for the Coroner is \$17,196.60.

**Alabama Code Section 45-2-60 (Baldwin County Local Law)**

**Expense allowance; salary.**

(a) The coroner of Baldwin County shall receive an additional expense allowance of five hundred dollars (\$500) per month which shall be paid from the county general funds. The expense allowance shall be in addition to any salary and other expense allowance heretofore provided to such officer.

(b)(1) The Coroner of Baldwin County shall receive an additional expense allowance not to exceed six hundred dollars (\$600) per month, the amount of which shall be determined by the county governing body and paid from the county general fund. The expense allowance shall be in addition to any salary and other expense allowance heretofore provided to the coroner, including the expense allowance provided in subsection (a).

(2) Beginning with the expiration of the term of the incumbent coroner, the salary for the coroner shall be increased by the amount of the then existing expense money allowable, payable in equal monthly installments from the general fund of the county and at that time subdivision (1) shall become null and void.

(c) In Baldwin County, the coroner shall be entitled to the same cost of living increase percentage granted to other public officials pursuant to Act 2000-108. If an increase is due during the term of the coroner, the increase shall be in the form of an expense allowance which will convert to salary effective the next term of office.

(Act 79-653, p. 1133, §1; Act 93-572, p. 953, §§12; Act 2000-437, p. 797, §1.)

**Alabama Code Section 11-5-33**

**Coroner qualifications.**

(a) No person shall be eligible to hold the office of coroner unless he or she meets the following qualifications:

(1) Is a citizen of the United States.

(2) Is a resident in the county in which he or she seeks the office of coroner for at least one year prior

to his or her qualifying for election to the office and remains a resident of the county during his or her term of office.

(3) Is a registered voter.

(4) Has attained the age of 25 years prior to the date of the general primary election in the year that he or she qualifies for election to the office.

(5) Has obtained a high school diploma or its recognized equivalent.

(6) Has not been convicted of a felony offense or any offense involving moral turpitude contrary to the laws of Alabama, or any other state, or the United States.

(7) Has successfully completed the next scheduled training course no longer than 180 days after his or her election or appointment, unless an affidavit affirms that the requirement of this subdivision has been met at the time of qualifying for the office.

(b) Each person offering his or her candidacy for the office of coroner shall file an affidavit with the judge of probate before whom the person has qualified to seek the office of coroner prior to or at the time of qualifying, which affidavit shall affirm that he or she meets all the qualifications required pursuant to this section.

(Act 2006-581, p. 1527, §4.)

#### **Alabama Code Section 45-2-61.01 (Baldwin County Local Law)**

##### **Qualifications.**

The county coroner must have a high school education or an equivalent degree. The county coroner prior to beginning his or her first term and all deputy coroners prior to their first such appointment shall complete at least a 20-hour coroner's death investigation course comparable to the standard course designed for death investigators by the National Association of Medical Examiners. After their first year of service, all coroners and deputy coroners shall attend not less than 20 hours of coroner's death investigation training during each calendar year that they serve and certification made and recorded in the Probate Office of Baldwin County.

(Act 92-691, 2nd Sp. Sess., p. 78, §2.)

#### **Section 11-2A-4 (OMNIBUS Act)**

##### **Compensation increases.**

(a) After August 1, 2016, the local officials covered by this chapter shall be entitled to receive the same uniform increases in compensation, whether the uniform increases are based on a percentage of compensation or a flat dollar amount, that are granted equally to all county employees by the

county commission. The increases shall be in the same amount or percentage, as the case may be, as that amount or percentage increase provided to the county's employees.

Except as otherwise provided herein, officials in Category 2 shall be eligible for the cost-of-living increases beginning on October 1, 2000. If the implementation of this chapter increases the compensation of an incumbent office holder, the increase shall be paid as provided in subdivision (5) of Section 11-2A-2. The base compensation for the purposes of implementation of this subsection shall be that compensation established on October 1, 2000, and shall remain those respective amounts until increased as provided under the provisions of this chapter.

(b) Any provision of this chapter to the contrary notwithstanding, the Legislature, by local law, may increase the compensation for local officials covered under this chapter. However, if a local law increases the compensation of a local official, such local official shall not be entitled to any uniform increases pursuant to the procedure in subsection (a), until such time as the total compensation he or she would have received under subsection (a) is equal to or exceeds the increase provided by the local law.

(Act 2000-108, p. 148, §4; Act 2016-335, §1.)

### **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:** As directed by the Commission, TBD

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1268, **Version:** 1

**Item #:** FE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Ronald J Cink, Budget Director

**Submitted by:** Ronald J. Cink, Budget Director

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### **ITEM TITLE**

Review of Baldwin County Fiscal Year 2021-2022 Budget

### **STAFF RECOMMENDATION**

Review Baldwin County Fiscal Year 2021-2022 decision items before adoption on September 21, 2021.

### **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  
Budget Notes and Decision Items  
FY 2022 Budget

<u>Organization</u>	<u>Object</u>	<u>Department Name</u>	<u>Project</u>	<u>Amount</u>	<u>Description</u>
		General Fund		\$2,000,000	Emergency Reserve - replenishment from Sally
		All Departments		\$2,300,000	Fuel is budgeted at \$2.30 per gallon
		All Departments		\$250,000	Health Insurance increase 2.5%
		All Departments		\$702,000	Workers Comp - Slight Decrease
		All Departments		\$917,000	Liability Insurance - Slight increase
		All Departments			Merit increases approved with 1% identified as COLA
10051100	52620	County Commission	Mileage Reimbursement	\$10,000	Decreased to \$10K
10051100	52720	County Commission	Insurance Motor Vehicle	\$750	Increased \$250
10051100	55500	County Commission	Capital Outlay -Motor Vehicles	\$55,000	Vehicle - Commissioner Ball
10051100	62111	County Commission	Transfer To Fund 111	\$300,000	Fort Morgan Flood Study \$100K Regional Detention Study \$200K
10051100	62304	County Commission	Transfer To Fund 304	\$7,669,312	Per Debt service Schedule includes additional debt on the jail
10051101	51500	Telephone System	Contract Services	\$10,000	Oracle Closeout estimate
10051101	52290	Telephone System	SystemOther Charges	\$375,000	All telephone charges, AT&T, Fiber locates, ALA 811, System Maintenance, Unity Fiber, Blackbox, Call Recording, professional services
10051103	51500	Enterprise Technology Projects	Contract Services	\$180,000	Executime Maintenance and Support \$131K rollover \$49K FY 22 Budget
10051125	51500	Administrator & Central Admin.	Contract Services	\$90,000	Granicus & Next request increasesPlus sponsored events
10051125	52110	Administrator & Central Admin.	Office Supplies Equipment	\$37,500	Increased \$20K for added chairs in chambers
10051125	52310	Administrator & Central Admin.	Repairs Maintenance Bldgs	\$0	Replace chairs in chambersDecision item
10051130	51500	Public Info/Call Center	Contract Services	\$36,500	Added \$20K rollover wayfinding project
10051130	52190	Public Info/Call Center	Misc Supplies	\$20,000	\$7500 event related tents etc \$8000 huggers hats, coasters, waterbottles \$3500 videos \$250 design software
10051130	52350	Public Info/Call Center	Computer Maintenance	\$24,100	Increased \$14,900 Knowledge Base Support, hosting, licenses, and Maiint
10051130	52530	Public Info/Call Center	Advertising	\$8,500	Added \$2500 for additional Brochures
10051130	54090	Public Info/Call Center	Subscriptions	\$1,060	Added \$100 ACCMA Membership
10051130	55240	Public Info/Call Center	Capital Outlay Improvements	\$75,000	Relocation of Call CenterAugust 6 Meeting
10051300	52520	Probate Judge	Postage	\$250,000	Added extra postage as this is the year physical license plates are renewed vs just mailing out the stickers.
10051555	55240	General Fund Building Costs	Capital Outlay Improvements	\$405,000	Email from C watson 6/8/21 \$75K chiller controls \$50K shop repairs \$250K courthouse plumbing \$80K Freon change out
10051600	51540	Revenue Commissioner	Legal Services	\$30,000	\$30K per discussion with T Faust
10051600	51620	Revenue Commissioner	Bank Fees	\$45,000	Bank fees increased to \$45K
10051600	52530	Revenue Commissioner	Advertising	\$2,500	Reduced to \$2500
10051600	55500	Revenue Commissioner	Capital Outlay Motor Vehicles	\$26,000	\$26000 Ford Explorer
10051700	51500	Finance & Accounting	Contract Services	\$22,500	Requested increase of \$2500
10051700	51640	Finance & Accounting	Accounting Audit Services	\$22,000	Requested increase \$2000
10051700	51700	Finance & Accounting	Training	\$6,750	Requested increase \$250
10051700	51710	Finance & Accounting	Dues	\$1,600	Requested increase \$1300Added \$100 for ACCMA
10051700	52110	Finance & Accounting	Office Supplies Equipment	\$30,000	Requested increase \$5000
10051700	52210	Finance & Accounting	Rental Exp	\$6,750	Added \$250 per Cian
10051700	52520	Finance & Accounting	Postage	\$250	Added \$50
10051700	52530	Finance & Accounting	Advertising	\$3,500	Added \$500
10051700	52600	Finance & Accounting	Travel	\$3,200	Added \$100
10051700	54090	Finance & Accounting	Subscriptions	\$2,850	Added \$1000
10051750	51540	Sales Tax & License Inspection	Legal Services	\$25,000	Increase to \$25K more legal prosecutions
10051750	51700	Sales Tax & License Inspection	Training	\$12,000	increase to \$12k for continuing education
10051750	52110	Sales Tax & License Inspection	Office Supplies Equipment	\$14,000	Increased to \$14,000
10051750	52350	Sales Tax & License Inspection	Computer Maintenance	\$18,000	Increase to \$18K to stay ahead of technology
10051750	52600	Sales Tax & License Inspection	Travel	\$6,000	increased for training
10051750	52720	Sales Tax & License Inspection	Insurance Motor Vehicle	\$1,000	increased for new vehicles

Baldwin County Commission  
Budget Notes and Decision Items  
FY 2022 Budget

<u>Organization</u>	<u>Object</u>	<u>Department Name</u>	<u>Project</u>	<u>Amount</u>	<u>Description</u>
10051750	55500	Sales Tax & License Inspection	Capital Outlay Motor Vehicles	\$43,455	Chevy Malibu \$17,498 Ford Explorer \$25,957
10051962	52310	Personnel Department	Repairs Maintenance Bldgs	\$3,000	Per D Hanak
10051962	52340	Personnel Department	Repairs Maint Motor Veh	\$2,000	Per D Hanak
10051965	51511	CIS Department	Radio Tower Service	\$55,000	Increased \$5K for repairs needed
10051965	51512	CIS Department	GIS	\$87,000	GIS services Hosted & Contract Services
10051965	51700	CIS Department	Training	\$6,300	Tyler training and online training
10051965	51710	CIS Department	Dues	\$700	Motorola & Association of Public Safety Communications Added \$100 ACCMA
10051965	52150	CIS Department	Tires Tire Repair	\$2,000	Two vehicles needing tires
10051965	52350	CIS Department	Computer Maintenance	\$171,000	Tyler Technologies
10051965	52600	CIS Department	Travel	\$10,000	Increased for Tyler training travel
10051965	55240	CIS Department	Capital Outlay Improvements	\$445,000	\$211K Motorola \$97K Crowd Strike threat protection \$137K Generator
10051965	55500	CIS Department	Capital Outlay Motor Vehicles	\$25,000	Cargo Van - Ford Transit 150
10051965	55800	CIS Department	Capital Outlay ComputerComm	\$329,000	\$156K Switch Upgrades - aging system \$81K Phone replacement \$6K UPS Radio Site \$86K Sequel High Availability
10051989	52310	Central Annex II Reg Bank Bldg	Repairs Maintenance Bldgs	\$60,000	Added \$30K for resurface/stripping of parking lot
10051990	51500	Miscellaneous Appropriations	Contract Services	\$216,000	Van Scoyec \$114,000 Adams & Reese \$72,000 Dan Dealy \$30,000
10051990	52900	Miscellaneous Appropriations	Appropriations	\$1,318,995	Airbus \$500,000 Baldwin County EDA \$380,000 Al Coastal Foundation \$5,000 Mobile Bay NEP \$75,000 BC Soil and Water Cons. Dist. \$75,500 SW Ala Workforce Dev \$25,000 Gateway Initiative \$50,000 Al. Cooperative Extension Service \$53,854 BC Library Coop \$100,000 North Baldwin Chamber \$5,000 South Baldwin Chamber \$5,000 Central Baldwin Chamber \$5,000 Eastern Shore Chamber \$5,000 North Baldwin Animal Shelter \$20,000
10051990	53320	Miscellaneous Appropriations	SARPC	\$97,674	Per letter from SARPC
10051992	52310	Central Annex	Repairs Maintenance Bldgs	\$135,000	Includes \$26K boiler replacement Decision Item Add \$75K for relocation/renovation of departments in central annex
10051992	52330	Central Annex	Repairs Maint Office Equip	\$2,400	Audio Visual in auditorium - decision item
10051995	55500	Building Maintenance Dept.	Capital Outlay Motor Vehicles	\$250,000	\$150,000 bucket truck \$100,000 2 trucks
10051996	52160	Custodial	Cleaning Supplies	\$27,500	Add \$2500 per Wanda Email 6/29/21
10052100	52310	Sheriff's Department	Repairs Maintenance Bldgs	\$55,000	Added \$18K to base for painting
10052100	52910	Sheriff's Department	Direct Support for the Sheriff	\$17,419,307	From Sheriff Projection 2210179752110
10052200	52910	Jail	Direct Support for the Sheriff	\$9,195,831	From Sheriff Projection 2210179752210
10052300	51500	Emergency Management	Contract Services	\$152,200	Added \$34 k USGS Stream Gage Monitoring Contract \$70K Temp Emergency Management Specialist
10052300	51710	Emergency Management	Dues	\$3,600	\$3500 plus \$100 ACCMA
10052300	55240	Emergency Management	Capital Outlay Improvements	\$20,000	Included \$20K for VEOCI Software

Baldwin County Commission  
Budget Notes and Decision Items  
FY 2022 Budget

Organization	Object	Department Name	Project	Amount	Description
10052400	51500	Coroner	Contract Services	\$287,760	Includes \$15K for building feasibility study \$120K Coastal Lifestar \$20K Steelfusion \$1.2K ALEA/LETS \$12K Sharps \$52.560K deputy primary \$32K Deputy Secondary \$10K Scene response \$25K ADECA Grant Match
10052400	55500	Coroner	Capital Outlay Motor Vehicles	\$67,404	F150 Crew Cab 4WD V8 \$28,702 F150 Crew Cab 4WD V8 \$28,702 Touno Cover \$5,000 Touno Cover \$5,000
10052710	51500	Building Inspection Dept.	Contract Services	\$3,650	\$150 base \$3500 KCS contract
10052710	51700	Building Inspection Dept.	Training	\$7,500	\$5K base\$2.5k new inspectors
10052710	52110	Building Inspection Dept.	Office Supplies Equipment	\$26,500	\$16K Base \$6 k citizenserve users \$2.5 k office furniture \$2K office supplies & Code books
10052710	52280	Building Inspection Dept.	Uniforms	\$4,900	\$1900 base\$3000 for office staff and inspectors
10052710	52350	Building Inspection Dept.	Computer Maintenance	\$31,000	\$25K Base\$6K computers ipads and cell phones
10052710	54100	Building Inspection Dept.	Books	\$2,000	\$1000 Base \$1000 code
10052710	55240	Building Inspection Dept.	Capital Outlay Improvements	\$50,000	New offices in Foley
10052710	55500	Building Inspection Dept.	Capital Outlay Motor Vehicles	\$67,500	Need description of vehicles
10651906	51500	BC Archives Facility	Contract Services	\$61,984	Contract Services \$44,000.00 Scanner for Archives \$8,484.00 Historic Images \$9,500.00
10651906	51502	BC Archives Facility	Commission Sponsored Events	\$17,000	More events added/Christmas
10651906	62304	BC Archives Facility	Transfer To Fund 304	\$35,581	Per Debt service Schedule
10955410	52060	Animal Shelter	Medical Supplies (Animals)	\$47,000	Increased due to higher number of animals
10955410	52110	Animal Shelter	Office Supplies Equipment	\$50,000	Taking from this line item and using it in the medical supplies , postage, and uniforms
10955410	52280	Animal Shelter	Uniforms	\$8,000	Adding more to uniforms going to go over this year
10955410	52520	Animal Shelter	Postage	\$1,000	Sending out more mail now.
11153100	51710	HWY Administration	Dues	\$1,100	Engineer's Monthly \$100 ACCMA
11153100	62304	HWY Administration	Transfer To Fund 304	\$3,792,314	Per Debt service ScheduleFund 116 contribution \$360,050
11153111	52110	HWY Area 100 Facility BM	Office Supplies Equipment	\$15,000	Increased to cover basic, non-capital furnishings for new building.
12051810	52350	Reappraisal	Computer Maintenance	\$550,000	Added \$400K for new software package.
12051810	54990	Reappraisal	Misc Exp	\$350,000	Renovation of 911 building - move to capital when project finalizes
12051810	55500	Reappraisal	Capital Outlay Motor Vehicles	\$150,000	6 vehicles at \$25K each
14351930	51500	BRATS Administration	Contract Services	\$2,150,585	\$30,000.00 EC Processing Fees/Janitorial Services/Fire Ext.; \$1,087,950.00 BH Transit Project \$782,635.00 Boxley Transit Project \$250,000.00 Baphne Transit Project
14351930	55500	BRATS Administration	Capital Outlay Motor Vehicles	\$386,696	4 transit vans & 2 cut-aways @ 90% reimb.
14457200	51500	Parks Department	Contract Services	\$21,850	Lillian Rec Center Fence \$1,500 Lillian Rec Center Swing set \$3,500 Lillian Rec Center Basketball goals \$2,500 Silverhill Parks Building new floor \$5,350 Morning Dove port-o-lets \$1,500 Morning Dove Basketball goals \$2,500 Morning Dove Pavilion renovation \$5,000
14457200	52140	Parks Department	Small Tools	\$24,000	Added \$5K per Madison Added \$4000 for weed eaters, tools and supplies for ICW crew
14457200	52190	Parks Department	Misc Supplies	\$10,000	Added \$5K per Madison
14457200	52340	Parks Department	Repairs Maint Motor Veh	\$15,000	Added \$5K per Madison
14457200	52907	Parks Department	Landscape Reserve	\$25,000	Added \$5K per Madison

Baldwin County Commission  
Budget Notes and Decision Items  
FY 2022 Budget

Organization	Object	Department Name	Project	Amount	Description
14457200	55500	Parks Department	Capital Outlay Motor Vehicles	\$261,700	Ford F-550 \$65,920.00 Ford F-550 \$65,920.00 Ford F-550 \$65,920.00 Flat bed Trucks (Stivers) Ford F-550 Dump Bed Crew Truck \$64,000
14457200	55600	Parks Department	Capital Construction Equipment	\$165,471	Kenworth T370 \$159,139.12 Knuckle boom Truck - Removed Woods \$5,972.75 Stump Grinder John Deere 204L \$79,928.00 Wheeled Loader Kubota ZD1211-3-60 \$14,613.87 Zero Turn Mower Kubota ZD1211-3-60 \$14,613.87 Zero Turn Mower Kubota ZD1211-3-60 \$14,613.87 Zero Turn Mower Kubota ZD1211-3-60 \$14,613.87 Zero Turn Mower Kubota ZD1211-3-60 \$14,613.87 Zero Turn Mower Dual Axle Trailer \$6,500
14457200	55901	Parks Department	Park Projects	\$575,975	Morning Dove Church - Parking lot for Park \$101,476 BCHWY Morning Dove Church - Basketball Court \$51,849 BCHWY Lillian Recreation Basketball Court \$7,650 \$300K for County Road 6 Park CG&I Josephine - new boardwalk to boat launch Live Oak - Fence in front of RV Park \$15,000 Sidewalks & bike trails \$50,000
14457238	51500	Live Oak Park	Contract Services	\$26,125	Swing Set \$3,500 Landscaping \$10,000 Picnic tables (25) \$12,625
14457238	55240	Live Oak Park	Capital Outlay Improvements	\$15,000	Fence across front of RV Park \$15,000
14457239	52300	Bicentennial Park	Landscape	\$13,000	Base \$3KAdditional Landscaping in front of each building\$10,000.00
14457239	55240	Bicentennial Park	Capital Outlay Improvements	\$75,000	Pole Barn \$75,000 Project is rollover from FY 21
51054100	51540	Solid Waste Administration	Legal Services	\$60,000	Increased to \$60K
51054100	52800	Solid Waste Administration	Depreciation	\$12,000	Increased to \$12K
51054100	55240	Solid Waste Administration	Capital Outlay Improvements	\$675,000	Addition to Admin Building \$500K Software & Reverse Phone System \$175K
51054100	62304	Solid Waste Administration	Transfer To Fund 305	\$45,635	Per Debt service Schedule
51054300	52800	Solid Waste Magnolia Landfill	Depreciation	\$1,200,000	Increased to \$1.2M



Baldwin County Commission  
Budget Notes and Decision Items  
FY 2022 Budget

Organization	Object	Department Name	Project	Amount	Description
51054300	55240	Solid Waste Magnolia Landfill	Capital Outlay Improvements	\$5,620,000	Off Road Truck \$375K Pickup Truck \$45K Paving \$50K Trommel Screen \$200K Renovate Storage Building \$50K Gas System Expansion \$600K Loader \$250K Landfill Cell \$3 M Scale house replacement and two scales \$310K Leachate Tie In \$50K Gas System monitoring and Maint \$30K Wash Bay Improvements \$100K Generator HHW Facility \$60K Site Repairs and Improvements \$300K Additional Fuel Tank \$200K
51054325	52800	Solid Waste Transfer Station	Depreciation	\$200,000	Increased Depr Exp.
51054325	55240	Solid Waste Transfer Station	Capital Outlay Improvements	\$115,000	Generator-scale house \$40K Yard Truck - used \$75K
51054330	52800	McBride Inert Landfill	Depreciation	\$375,000	Increased to \$375
51054330	55240	McBride Inert Landfill	Capital Outlay Improvements	\$1,300,000	Generator Scale House \$40K Dozer certified rebuild \$250K Site expansion and infrastructure \$1 M
51054331	55240	Eastfork Inert Landfill	Capital Outlay Improvements	\$125,000	Paving \$50K Property Purchase \$75K
51054370	52800	Solid Waste Equip Maint	Depreciation	\$40,000	Increased to \$40K
51054370	55500	Solid Waste Equip Maint	Capital Outlay Motor Vehicles	\$290,000	Service Truck \$125K Truck Lift \$125K Generator \$40K
51054850	52800	Garbage Collec. Work Release	Depreciation	\$40,000	Increased to \$40K
51154800	51500	Garbage Collection	Contract Services	\$30,000	Increased to \$30K
51154800	52150	Garbage Collection	Tires Tire Repair	\$195,000	Increased to \$195K
51154800	52800	Garbage Collection	Depreciation	\$1,200,000	Increased to 1.2M
51154800	55240	Garbage Collection	Capital Outlay Improvements	\$900,000	5 33CY ASL Garbage Trucks \$900K
51154801	55240	SW Collection Administration	Capital Outlay Improvements	\$30,000	Vehicle \$30K
51154802	52140	Recycle Center	Small Tools	\$75,000	50 Front loader containers\$1,500 each \$75K total
51154802	52800	Recycle Center	Depreciation	\$14,000	Increased to \$14K
51154802	55240	Recycle Center	Capital Outlay Improvements	\$3,600,000	Recycle Facility \$3M offset by ARPA/GOMESA Funds 2 Front Loader Truck \$600K Front Loader Containers - expense

**Baldwin County Commission  
FY 2022 Sheriff Decision Items**

Division/Unit	Equipment	Qty	Cost Each	Total	Cost Center	Line Item
Finance	Painting of Support Services Building	1	18,000.00	18,000.00	52100	52310
IC	Traffic cameras and maintenance		115,000.00	115,000.00	52100	54990
USC	Vesta 911 Additional Station/Position	1	18,000.00	18,000.00	52100	55800
USC	DJI Mavic 2 Enterprise Drones		27,900.00	27,900.00	52100	55410
USC	Camper Shell for Chev Police Truck		7,096.00	7,096.00	52100	52113
USC	Ballistic Shields		38,995.00	38,995.00	52100	55410
USC	X2 ECD Tasers		71,960.00	71,960.00	52100	55410
Corrections Center	20 KW Kohler Generartor for K Block	1	21,500.00	21,500.00	52200	55240
Corrections Center	25 KW Genset Generator for Maintenance Shop	1	21,600.00	21,600.00	52200	55240
Corrections Center	Commerical Dryer	1	5,450.00	5,450.00	52200	55410
Corrections Center	Hydraulic Control System for 2 Stop Elevator	1	70,987.00	70,987.00	52200	55240

416,488.00

	Cost Center	Line Item	Total
Building Maintenance	52100	52310	18,000.00
Miscellaneous Expenditures	52100	54990	115,000.00
Vehicle Equipment	52100	52113	7,096.00
Capital Outlay ComputerComm	52100	55800	18,000.00
Capital Outlay Improvements	52200	55240	114,087.00
Capital Outlay Furn Equip	52100	55410	138,855.00
Capital Outlay Furn Equip	52200	55410	5,450.00

416,488.00

### FY 21-22 Vehicles

[illegible]

New Personnel Positions	Vehicle	Type of Vehicle	Cost of Vehicle	Light Bars/Other	Inserts	Radio	Camera System	Radar Unit	Handheld Radio needed	Total
Crime Scene Investigator		1 Tahoe	35,200.00		-	-				35,200.00
Deputy Investigator - CP		1 Tahoe	35,200.00			-				35,200.00
SRO - Loxley		1 Tahoe	35,200.00	8,665.00	-	4,700.00	7,000.00		3,700.00	59,265.00
Deputy Patrol		1 Tahoe	35,200.00	8,665.00		4,700.00	7,000.00	2,200.00	3,700.00	61,465.00

Deputy Patrol	1 Tahoe	35,200.00	8,665.00		4,700.00	7,000.00	2,200.00	3,700.00	61,465.00
Deputy Patrol	1 Tahoe	35,200.00	8,665.00		4,700.00	7,000.00	2,200.00	3,700.00	61,465.00
Deputy Patrol	1 Tahoe	35,200.00	8,665.00		4,700.00	7,000.00	2,200.00	3,700.00	61,465.00
Maintenace Truck	1 F-250	37,500.00		-	-	-	-		37,500.00
Maintenace Truck	1 F-250	37,500.00							37,500.00
LESS - Mechanic Truck	1 F-250	40,000.00			4,700.00		-		44,700.00
Community Corrections	1 Tahoe	35,200.00	8,665.00	-	4,700.00	7,000.00	2,200.00	3,700.00	61,465.00
Chev Police Z71 4x4 Pick	1 Truck	32,200.00	8,665.00	-	4,700.00	7,000.00	2,200.00	3,700.00	58,465.00
Chev Police Z71 4x4 Pick	1 Truck	32,200.00	8,665.00	-	4,700.00	7,000.00	2,200.00	3,700.00	58,465.00
Investigations - Replacer	1 Tahoe	35,200.00							35,200.00
Investigations - Replacer	1 Truck	32,500.00							32,500.00
Total Cost	15.00	528,700.00	69,320.00	-	42,300.00	56,000.00	15,400.00	29,600.00	741,320.00
Total 30 new vehicles		1,056,700.00	199,295.00	3,750.00	112,800.00	140,000.00	48,400.00	85,100.00	1,646,045.00

	Cost Center	Line Item	Total
Motor Vehicles	52100	5550	984,000.00
Motor Vehicles	52200	5550	37,500.00
Motor Vehicles	52708	5550	35,200.00
Vehicle Equipment	52100	5211.3	348,680.00
Vehicle Equipment	52200	5211.3	-
Vehicle Equipment	52708	5211.3	15,565.00
Communication Eqpt	52100	5550	81,400.00
Communication Eqpt	52200	5550	-
Communication Eqpt	52708	5550	3,700.00
Motor Vehicle Equipmer	52100	5550.3	133,000.00
Motor Vehicle Equipmer	52200	5550.3	-
Motor Vehicle Equipmer	52708	5550.3	7,000.00
			1,646,045.00

**Baldwin County Commission**  
**Highway Department**  
**Budget Decision Items**  
**For the Fiscal Year 2022**

Project Equipment Description	Requested By	Type	Budget Amount	Code
<b>AREA 100:</b>				
LineWise Folding Single-Man Basket Attachment	J Nunnally	EQU	\$ 8,880	11153111.55500
Ford F-150 Ext. Cab 1/2 Ton Pickup	J Nunnally	EQU	\$ 31,464	11153111.55500
Ford F-550 4x4 Flatbed Truck	J Nunnally	EQU	\$ 64,000	11153111.55500
Alkota 5301NGAEUL Steam Cleaner / Pressure Washer	J Nunnally	EQU	\$ 8,304	11153111.55600
Trail King TK50LP 25 Ton Trailer	J Nunnally	EQU	\$ 34,031	11153111.55600
(4) Woods BW 15.60 Batwing Mower	J Nunnally	EQU	\$ 66,864	11153111.55600
Caterpillar 299D3 Track Loader	J Nunnally	EQU	\$ 87,549	11153111.55600
(3) John Deere 5115M Mowing Tractor	J Nunnally	EQU	\$ 210,071	11153111.55600
Mower Max 24' Boom Mower & Tractor	J Nunnally	EQU	\$ 234,063	11153111.55600
Caterpillar 140 15A AWD Motor Grader	J Nunnally	EQU	\$ 298,363	11153111.55600
Caterpillar 336GC Large Excavator	J Nunnally	EQU	\$ 336,732	11153111.55600
(8) Kenworth Tri-Axle Dump Truck	J Nunnally	EQU	\$ 1,232,560	11153111.55600
<b>Subtotal A100</b>			<b>2,612,881</b>	
<b>AREA 200:</b>				
Ford F-150 4x2 Pickup	J Nunnally	EQU	35,500	11153112.55500
Vacall AllJet Vacuum Truck	J Nunnally	EQU	282,891	11153112.55500
Woods BW 15.60 Batwing Mower	J Nunnally	EQU	16,716	11153112.55600
Trailer King 8 Ton Low Trailer	J Nunnally	EQU	18,720	11153112.55600
Mower Max 24' Boom Mower & Tractor	J Nunnally	EQU	234,063	11153112.55600
Caterpillar 336GC Excavator	J Nunnally	EQU	336,732	11153112.55600
Caterpillar 966 K Bucket Scales Wheeled Loader	J Nunnally	EQU	388,468	11153112.55600
(8) Mack CR64F Tri-Axle Dump Truck	J Nunnally	EQU	1,232,560	11153112.55600
<b>Subtotal A200</b>			<b>2,545,649</b>	
<b>AREA 300:</b>				
(2) Ford F-150 4x4 Pickup	J Nunnally	EQU	71,000	11153113.55500
Vacall AllJet Vac AllJet Truck	J Nunnally	EQU	282,891	11153113.55500
Woods BB 72.30 Finish Mower	J Nunnally	EQU	3,110	11153113.55600
Quincy QT-10 Shop Air Compressor	J Nunnally	EQU	5,564	11153113.55600
Truck Tire Machine	J Nunnally	EQU	18,720	11153113.55600
Dorsey Steel Drop Deck Trailer	J Nunnally	EQU	32,500	11153113.55600
(2) Woods BW 15.60 Batwing Mower	J Nunnally	EQU	33,432	11153113.55600
Trail King TK50LP 25 Ton Trailer	J Nunnally	EQU	34,031	11153113.55600
Caterpillar CS56B Vibratory Roller	J Nunnally	EQU	157,270	11153113.55600
Caterpillar 140 15A Motor Grader	J Nunnally	EQU	260,850	11153113.55600
Caterpillar 336GC Excavator	J Nunnally	EQU	336,732	11153113.55600
(8) Kenworth T880 Tri-Axle Dump Truck	J Nunnally	EQU	1,232,560	11153113.55600
<b>Subtotal A300</b>			<b>2,468,660</b>	
<b>OTHER:</b>				
Highway - Personnel	J Nunnally	PER	239,954	Various.51130
Resurfacing Projects	J Nunnally	PRJ	3,500,000	11153000.54850
Bridge Projects	J Nunnally	PRJ	1,225,000	11153000.55902
Drainage/Flood Reduction Projects	J Nunnally	PRJ	100,000	11153000.55908
Engineering Study Projects	J Nunnally	PRJ	750,000	11153000.55910
New Road Construction Projects	J Nunnally	PRJ	275,000	11153000.55912

Project Equipment Description	Requested By	Type	Budget Amount	Code
Safety Improvement Projects	J Nunnally	PRJ	3,406,000	11153000.55914
Special Projects	J Nunnally	PRJ	200,000	11153000.55916
Accept for Maintenance Projects	J Nunnally	PRJ	192,000	11153000.55918
AL Rebuild Fund projects	J Nunnally	PRJ	2,100,000	11553115.54850
Federal Aid Exchange Fund projects	J Nunnally	PRJ	400,000	11853118.55902
Ford F-150 Crew Cab Pickup Truck	J Nunnally	EQU	34,201	11153120.55500
(2) Ford F-150 Crew Cab 4x4 Pickup Truck	J Nunnally	EQU	85,879	11153130.55500
Wesco Trailblazer Service Welder	J Nunnally	EQU	7,852	11153135.55500
Ford F-150 Super Crew Cab Light Duty Pickup 4x2	J Nunnally	EQU	34,500	11153135.55500
(3) Woods BW 15.60 Batwing Mower	J Nunnally	EQU	50,148	11153135.55600
Trail King TK80SA Lowboy	J Nunnally	EQU	95,948	11153135.55600
(2) Altec AT37G Bucket Sign Truck	J Nunnally	EQU	261,208	11153135.55600
Caterpillar AP 655F Asphalt Spreader	J Nunnally	EQU	492,536	11153135.55600
ArcGIS Server Software	J Nunnally	EQU	31,200	11153151.55240
Ford F-150 Super Crew Pickup	J Nunnally	EQU	42,940	11153151.55500
<b>Subtotal Other</b>			<b>13,524,365</b>	
<b>TOTAL ALL DECISION ITEMS</b>			<b>\$ 21,151,555</b>	

<b>Personnel Total</b>	PER	239,954
<b>Equipment Total</b>	EQU	8,763,601
<b>Project Total</b>	PRJ	12,148,000
		<b>\$ 21,151,555</b>

**Baldwin County Commission**  
**FY 2022 Budget Work Sheet Overall Budget Summary**  
**August 31,2021**

<b>Fund/Department</b>	<b>Account Description</b>	<b>2022 Budget</b>	<b>2021 Revised Budget</b>	<b>2021 Actuals</b>	<b>2020 Revised Budget</b>	<b>2020 Actuals</b>
<b>General Fund</b>	<b>Revenues</b>	(\$88,196,004)	(\$80,283,770)	(\$157,601,447)	(\$73,569,350)	(\$85,150,578)
<b>General Fund</b>	<b>Expenses</b>	\$88,196,004	\$84,245,630	\$130,166,007	\$80,788,349	\$80,009,906
	<b>(Revenues) over Expenses</b>	\$0	\$3,961,860	(\$27,435,440)	\$7,218,999	(\$5,140,671)
<b>Health Tax Fund</b>	<b>Revenues</b>	(\$2,783,000)	(\$2,601,000)	(\$2,556,251)	(\$2,444,292)	(\$2,471,379)
<b>Health Tax Fund</b>	<b>Expenses</b>	\$2,783,000	\$2,451,000	\$1,487,876	\$2,444,292	\$2,465,719
	<b>(Revenues) over Expenses</b>	\$0	(\$150,000)	(\$1,068,375)	\$0	(\$5,659)
<b>County Transportation Fund</b>	<b>Revenues</b>	(\$67,540)	(\$66,126)	(\$65,759)	(\$67,384)	(\$45,754)
<b>County Transportation Fund</b>	<b>Expenses</b>	\$67,540	\$66,126	\$43,806	\$67,384	\$59,628
	<b>(Revenues) over Expenses</b>	\$0	\$0	(\$21,953)	\$0	\$13,874
<b>Legislative Del Off Fund</b>	<b>Revenues</b>	(\$319,322)	(\$375,674)	(\$399,427)	(\$361,000)	(\$364,556)
<b>Legislative Del Off Fund</b>	<b>Expenses</b>	\$319,322	\$380,928	\$150,546	\$349,615	\$212,679
	<b>(Revenues) over Expenses</b>	\$0	\$5,254	(\$248,881)	(\$11,385)	(\$151,877)
<b>Juvenile Detention Fac Fund</b>	<b>Revenues</b>	(\$1,654,376)	(\$1,605,917)	(\$1,427,506)	(\$1,573,364)	(\$1,803,346)
<b>Juvenile Detention Fac Fund</b>	<b>Expenses</b>	\$1,654,376	\$1,716,393	\$1,187,412	\$1,617,799	\$1,542,879
	<b>(Revenues) over Expenses</b>	\$0	\$110,476	(\$240,094)	\$44,435	(\$260,467)
<b>Baldwin Co Archives Fund</b>	<b>Revenues</b>	(\$547,431)	(\$452,948)	(\$456,581)	(\$519,811)	(\$558,319)
<b>Baldwin Co Archives Fund</b>	<b>Expenses</b>	\$547,431	\$492,093	\$296,310	\$519,811	\$440,154
	<b>(Revenues) over Expenses</b>	\$0	\$39,145	(\$160,271)	\$0	(\$118,165)
<b>Animal Shelter</b>	<b>Revenues</b>	(\$3,683,322)	(\$1,487,213)	(\$1,487,775)	(\$1,481,713)	(\$1,495,530)
<b>Animal Shelter</b>	<b>Expenses</b>	\$3,683,322	\$2,487,213	\$686,369	\$2,151,069	\$1,056,108
	<b>(Revenues) over Expenses</b>	\$0	\$1,000,000	(\$801,406)	\$669,356	(\$439,422)
<b>7 Cent Gasoline Tax Fund</b>	<b>Revenues</b>	(\$36,466,778)	(\$38,552,790)	(\$26,315,268)	(\$36,990,037)	(\$33,136,591)
<b>7 Cent Gasoline Tax Fund</b>	<b>Expenses</b>	\$36,466,778	\$46,229,573	\$22,290,030	\$40,899,096	\$34,425,212
	<b>(Revenues) over Expenses</b>	\$0	\$7,676,783	(\$4,025,239)	\$3,909,059	\$1,288,620
<b>Road &amp; Bridge Fund</b>	<b>Revenues</b>	(\$14,373,500)	(\$13,430,000)	(\$13,438,651)	(\$12,635,465)	(\$12,321,668)



Baldwin County Commission  
FY 2022 Budget Work Sheet Overall Budget Summary  
August 31,2021

Fund/Department	Account Description	2022 Budget	2021 Revised Budget	2021 Actuals	2020 Revised Budget	2020 Actuals
Road & Bridge Fund	Expenses	\$14,373,500	\$13,430,000	\$13,430,000	\$12,635,465	\$12,235,465
	(Revenues) over Expenses	\$0	\$0	(\$8,651)	\$0	(\$86,203)
Public Highway & Traffic Fund	Revenues	(\$875,700)	(\$875,700)	(\$638,892)	(\$826,000)	(\$822,153)
Public Highway & Traffic Fund	Expenses	\$875,700	\$875,700	\$875,700	\$826,000	\$770,000
	(Revenues) over Expenses	\$0	\$0	\$236,808	\$0	(\$52,153)
Severed Material Severance Tax Revenues		(\$204,000)	(\$204,000)	(\$97,082)	(\$205,000)	(\$181,917)
Severed Material Severance Tax Expenses		\$204,000	\$204,000	\$203,800	\$205,000	\$204,900
	(Revenues) over Expenses	\$0	\$0	\$106,718	\$0	\$22,983
Rebuild Alabama Fund	Revenues	(\$2,101,000)	(\$1,601,000)	(\$1,428,463)	(\$1,279,536)	(\$1,335,916)
Rebuild Alabama Fund	Expenses	\$2,101,000	\$1,714,028	\$355,831	\$1,279,536	\$1,186,156
	(Revenues) over Expenses	\$0	\$113,028	(\$1,072,633)	\$0	(\$149,760)
Capital Improvement Fund	Revenues	(\$720,300)	(\$720,300)	(\$830,608)	(\$710,000)	(\$790,360)
Capital Improvement Fund	Expenses	\$720,300	\$720,300	\$720,000	\$710,100	\$710,000
	(Revenues) over Expenses	\$0	\$0	(\$110,608)	\$100	(\$80,360)
RRR Gasoline Tax Fund	Revenues	(\$2,689,620)	(\$2,689,620)	(\$1,791,144)	(\$2,689,500)	(\$2,592,198)
RRR Gasoline Tax Fund	Expenses	\$2,689,620	\$2,689,620	\$2,300,000	\$2,689,620	\$2,689,500
	(Revenues) over Expenses	\$0	\$0	\$508,856	\$120	\$97,302
Federal Aid Exchange Fund	Revenues	(\$400,000)	(\$400,000)	(\$400,368)	\$0	(\$400,143)
Federal Aid Exchange Fund	Expenses	\$400,000	\$800,000	\$0	\$0	\$0
	(Revenues) over Expenses	\$0	\$400,000	(\$400,368)	\$0	(\$400,143)
Reappraisal Fund	Revenues	(\$6,720,951)	(\$4,020,000)	(\$5,540,082)	(\$3,945,000)	(\$3,577,521)
Reappraisal Fund	Expenses	\$6,720,951	\$5,619,824	\$2,929,390	\$5,268,695	\$3,580,932
	(Revenues) over Expenses	\$0	\$1,599,824	(\$2,610,691)	\$1,323,695	\$3,411
Council on Aging Fund	Revenues	(\$745,806)	(\$648,881)	(\$582,974)	(\$615,247)	(\$622,976)
Council on Aging Fund	Expenses	\$745,806	\$712,303	\$448,970	\$640,247	\$605,915

Baldwin County Commission  
FY 2022 Budget Work Sheet Overall Budget Summary  
August 31,2021

Fund/Department	Account Description (Revenues) over Expenses	2022 Budget \$0	2021 Revised Budget \$63,422	2021 Actuals (\$134,004)	2020 Revised Budget \$25,000	2020 Actuals (\$17,061)
Section 18 Fund	Revenues	(\$5,736,539)	(\$4,519,366)	(\$1,487,795)	(\$4,303,883)	(\$3,207,787)
Section 18 Fund	Expenses	\$5,736,539	\$4,519,366	\$1,872,335	\$4,303,883	\$2,413,952
	(Revenues) over Expenses	\$0	\$0	\$384,540	\$0	(\$793,835)
Parks Fund	Revenues	(\$2,984,658)	(\$7,677,929)	(\$4,543,689)	(\$2,524,550)	(\$2,558,231)
Parks Fund	Expenses	\$2,984,658	\$7,797,429	\$4,248,184	\$2,693,696	\$2,109,590
	(Revenues) over Expenses	\$0	\$119,500	(\$295,505)	\$169,146	(\$448,641)
Eastern Shore Metro Planning O	Revenues	(\$143,541)	\$0	(\$58,716)	\$0	(\$223,824)
Eastern Shore Metro Planning O	Expenses	\$143,541	\$0	\$119,961	\$0	\$250,668
	(Revenues) over Expenses	\$0	\$0	\$61,245	\$0	\$26,844
Gulf Mexico EnergySec Act 2006	Revenues	(\$2,825,000)	(\$9,363,624)	(\$3,202,351)	(\$2,845,000)	(\$12,104,727)
Gulf Mexico EnergySec Act 2006	Expenses	\$2,825,000	\$10,365,000	\$343,238	\$4,544,078	\$7,695,450
	(Revenues) over Expenses	\$0	\$1,001,376	(\$2,859,112)	\$1,699,078	(\$4,409,277)
BP Restore Act Fund	Revenues	(\$621,460)	(\$896,124)	\$0	(\$11,338,332)	\$0
BP Restore Act Fund	Expenses	\$621,460	\$621,460	\$0	\$11,338,332	\$0
	(Revenues) over Expenses	\$0	(\$274,664)	\$0	\$0	\$0
Solid Waste Fund	Revenues	(\$17,850,920)	(\$8,941,972)	(\$13,974,394)	(\$8,185,766)	(\$9,613,383)
Solid Waste Fund	Expenses	\$17,850,920	\$11,468,972	\$5,481,063	\$10,456,766	\$7,843,130
	(Revenues) over Expenses	\$0	\$2,527,000	(\$8,493,332)	\$2,271,000	(\$1,770,253)
Solid Waste Collection Fund	Revenues	(\$14,473,928)	(\$9,064,800)	(\$5,708,253)	(\$8,741,637)	(\$9,189,284)
Solid Waste Collection Fund	Expenses	\$14,473,928	\$13,404,800	\$5,996,310	\$10,244,637	\$8,723,512
	(Revenues) over Expenses	\$0	\$4,340,000	\$288,057	\$1,503,000	(\$465,772)

Baldwin County Commission  
FY 2022 Budget Work Sheet Overall Budget Summary  
August 31,2021

Fund/Department	Account Description	2022 Budget	2021 Revised Budget	2021 Actuals	2020 Revised Budget	2020 Actuals
Community Corrections	Revenues	(\$1,376,327)	(\$1,228,386)	(\$1,057,787)	(\$940,358)	(\$861,076)
Community Corrections	Expenses	\$1,376,327	\$1,228,386	\$750,191	\$1,065,358	\$1,005,021
	(Revenues) over Expenses	\$0	\$0	(\$307,596)	\$125,000	\$143,945
Planning & Zoning Comm Fund	Revenues	(\$100,200)	(\$45,200)	(\$111,187)	(\$40,400)	(\$108,847)
Planning & Zoning Comm Fund	Expenses	\$100,200	\$45,200	\$45,000	\$40,400	\$40,200
	(Revenues) over Expenses	\$0	\$0	(\$66,187)	\$0	(\$68,647)
Oil & Gas Trust Fund	Revenues	(\$328,909)	(\$388,909)	(\$249,118)	(\$462,998)	(\$393,933)
Oil & Gas Trust Fund	Expenses	\$296,018	\$350,018	\$216,615	\$416,698	\$401,141
	(Revenues) over Expenses	(\$32,891)	(\$38,891)	(\$32,503)	(\$46,300)	\$7,208
	Total Budget Revenues	(\$208,990,132)	(\$192,141,249)	(\$245,451,567)	(\$179,295,623)	(\$185,931,996)
	Total Budget Expenses	\$208,957,241	\$214,635,362	\$196,644,942	\$198,195,926	\$172,677,816
		(\$32,891)	\$22,494,113	(\$48,806,625)	\$18,900,303	(\$13,254,180)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1270, **Version:** 1

**Item #:** FM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** Addendum

**From:** Cian Harrison, Clerk/Treasurer

**Submitted by:** Katrina Taylor, Grants Coordinator

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### **ITEM TITLE**

Finance and Accounting Department - Creation of One (1) Grants Administrator Position

### **STAFF RECOMMENDATION**

Discuss the creation of a Grants Administrator position (PID #TBD) and the proposed grade and position description for the Grants Administrator.

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** TBD

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

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
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**  
**invites applications for the position of:**

## **Grants Administrator - Baldwin County Commission**

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**SALARY:** \$59,795 - \$97,982 Annually

**OPENING DATE:**

**CLOSING DATE:**



Responsible for directing and managing all aspects of local, state, and federal grants for Baldwin County. Coordinates and provides guidance and support to Baldwin County Commission Departments in identification, development, and management of grants. Manages the grant process from application to closeout while ensuring compliance requirements are met.

*This position requires driving as an essential function of the position. For Baldwin County driving requirements, please see the following link: [Driver Qualifications](#). Successful applicants must be at least 20 years old, insurable by the County's insurance carrier, pass a criminal and motor vehicle background check and will be subject to a pre-employment drug test and physical.*

### **ESSENTIAL JOB FUNCTIONS:**

#### **Grants Management**

1. Administers and monitors all grant programs and projects.
2. Coordinates and assists in the planning and preparation of grant proposals for one or more Baldwin County Commission Departments, provides guidance and assistance in interpretation of funding agency regulations and requirements.
3. Oversees all grant submissions, ensuring the proposal is formatted, packaged, and submitted in accordance with granting agency requirements.
4. Develops procedures, schedules, and objectives to verify all grant expenditures are in compliance with contracts.
5. Ensures eligible administrative costs are recovered or funded.
6. Advises and assists in preparation of grant documentation, including grant writing.
7. Creates and distributes standard and special reports, summaries, analyses, as required/needed by the Baldwin County Commission.
8. Maintains specialized database and system used for recording and tracking grant proposals, awards, and additional information.
9. Develops and maintains a library of reference documentation, including such information as funding agency requirements, forms, and other pertinent material.
10. Monitors and coordinates the administration of post award grants to ensure that budgeting and administrative policies, procedures, and agency requirements are being followed.
11. Actively pursues new grants.
12. Prepares and maintains a list of all County grants for the Auditors (SEFA Report).
13. Prepares all grant accounting and compliance reports as required.



14. Works with auditors ensure that all Baldwin County grants are in full compliance.

### **Accounting and Financial**

1. Prepares and/or supplies data for state and federal grant reports or reimbursement requests.
2. Assigns proper account codes to revenues and expenditures by fund and line item.
3. Verifies that County grant accounting records are correct and balanced monthly.
4. Assists in maintaining Accounts Receivable systems, including the collection process.
5. Assists with the year-end audit process.
6. Assists Clerk/Treasurer and senior level staff with financial tasks.
7. Other duties as assigned.

### **EDUCATION AND EXPERIENCE:**

1. Require a minimum of five (5) years of experience in grant solicitation and management with a thorough understanding of local, state, and federal funding sources.
2. Graduate of an accredited college or university with a bachelor's degree in a related field is preferred.
3. Accounting experience is preferred, including experience in preparing budget and financial reports.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

1. Excellent verbal and written communication skills.
2. Skilled in the use of computers and software related to job (word processing, spreadsheets).
3. Ability to prepare grant applications, reports, and correspondence.
4. Ability to analyze complex grant applications and interpret financial data.
5. Ability to be discreet with personal information that may be needed.
6. Ability to establish and maintain effective working relationships with citizens, employees, supervisors, and the general public.

### **Other Characteristics**

1. Willing to work nonstandard hours, as necessary.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

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Baldwin County Commission and Baldwin County Sheriff's Office does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status, disability, citizenship or veteran status in employment. It is the intent of the Baldwin County Commission and Baldwin County Sheriff's Office to guarantee equal opportunity to allow disabled employees a bias-free work environment. Baldwin County Commission and Baldwin County Sheriff's Office, upon request, will provide reasonable accommodation in compliance with the ADA. Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Reasonable accommodation will be provided upon request during the application, testing, and interview process.

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1263, **Version:** 1

**Item #:** FR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/7/2021

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** Matthew Brown, Planning Director

---

### **ITEM TITLE**

Amendment to the Baldwin County Subdivision Regulations - Update #2

### **STAFF RECOMMENDATION**

Discuss a proposed schedule and plan for amending the Baldwin County Subdivision Regulations.

### **BACKGROUND INFORMATION**

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

#### **Background:**

The Baldwin County Planning and Zoning Department would like to propose a general slate of amendments to the Baldwin County Subdivision Regulations. These amendment categories may include:

- Review of post-2008 regulation changes and potential reversion to 2008 language as appropriate.
- Providing additional options to applicants regarding wetlands on proposed subdivisions, while simultaneously ensuring protection of those wetlands.
- Adjustment to sidewalk construction timing requirements.
- Incorporation of provisions related to broadband access for new developments.
- General clean-up and clarification changes to remove ambiguity for the public and incorporate industry standard language.
  - Changing "Development Permit" to "Preliminary Plat."
  - Changing "Planned Development" to "Planned Unit Development."
- Updates to RV Park requirements.
- Updates to regulations related to wetlands and existing stormwater management facilities.
  - Clarify when jurisdictional determinations are required.
  - Add stream buffers.
  - Add requirements for existing stormwater management areas.

**Amendment Schedule:**

July 16, 2021 - Voluntary Stakeholder Meeting Held - Central Annex at 2 PM.

July 19, 2021 - Commission Work Session: Discussion item with proposed draft for publication

August 31, 2021 - Follow-up Voluntary Stakeholder Meeting - Central Annex at 2 PM.

- Required Advertising -

September 7, 2021 - Commission Work Session with update on changes.

September 20<sup>th</sup> and 21<sup>st</sup>, 2021 - Commission Work Session and then Regular Meeting with Public Hearing on the proposed amendments.

**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?**  
Will coordinate with legal throughout.

**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

As much as possible, changes since the last “Draft for Discussion” have been highlighted in yellow to assist reviewers in knowing what has changed since the previous draft.



# BALDWIN COUNTY, ALABAMA

*Planning and Zoning Department*

## BALDWIN COUNTY SUBDIVISION REGULATIONS

### BALDWIN COUNTY COMMISSION

~~October 6, 2020~~  
September 21, 2021



**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: October 6, 2020 Resolution No. 2021-006  
Amended by the Baldwin County Commission: September 21, 2021 Resolution No. 2021-

###

**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~~ Steven Pumphrey, Chair  
Hon. Billie Jo Underwood, Ex Officio Member  
Mr. Robert Davis  
Mr. Daniel Nance  
Mr. Brandon Bias  
Mr. ~~Kevin Murphy~~ Michael Mullek  
Mr. Jason Padget  
Mrs. Bonnie Lowry  
Mr. Greg Seibert  
Mr. Bill Booher

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Draft for Public Hearing

**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.

Notwithstanding the foregoing, in unincorporated areas where the citizens have not voted to come under the zoning jurisdiction of the Baldwin County Commission, the construction or placement of two or less primary structures or buildings on a single parcel of property shall not constitute a subdivision that is subject to these regulations. The placement of three or more dwellings, buildings, units, or structures intended for occupancy on single parcel shall constitute a subdivision that must comply with these regulations.

**§ 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~~Preliminary Plat 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 development in all unincorporated areas of Baldwin County in the same manner and to the same extent as other subdivision development governed by the County's subdivision regulations; 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 subdivision shall be limited to the terms and conditions of such agreement and any other applicable law. 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.

*Buffer, Natural.* Area of existing vegetation that is maintained in such a way as to promote species diversity, provide ecosystem services, and native species habitat. The area should not be cleared except to allow for the removal of invasive, dangerous, or non-native species, in which case the area shall be replanted with a diversity of native species.

*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~~Preliminary Plat.* The plat which, when approved by the Planning Commission, shall be the “permit to develop”~~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 Stream.* A stream that is determined as such 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 and/or the Alabama Department of Environmental Management.

*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*. “Minimum Lot Width at Street Line” in the Baldwin County Zoning Ordinance shall not apply to flag lots.

*Manufactured housing.* Single family detached housing that is built to the National Manufactured Housing Construction and Safety Standards Act of 1974 and shall include structures known as manufactured homes or mobile homes. Manufactured housing must be certified by the Alabama Manufactured Housing Commission prior to being occupied.

*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. Recreational vehicle parks where individual lots are not sold shall be considered a non-residential subdivision.

*Open space.* An area open to the sky that is intended to provide light and air, and is designed for either environmental, scenic or recreation purposes. Open space may include, but is not limited to, lawns, landscaped areas, buffers, natural areas, wooded areas, unenclosed walkways, decks, patios, fountains and outdoor recreation uses. Streets, driveways, parking lots, buildings and structures that are roofed shall not be included as open space.

*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 Unit 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.

*Professional Wetland Delineator.* A professional who has ~~adequate~~adequate training in identifying wetlands and their boundaries and has at least- three years' experience working with wetlands including wetland delineations; wetland assessments; and preparation of US Army Corps of Engineer approved Jurisdictional Determinations, wetland fill permits, and wetland mitigation permits. The Professional Wetland Delineator may utilize the assistance of an individual who lacks the experience required to qualify as a Professional Wetland Delineator, so long as the qualifying professional signs and takes responsibility for the final work product. The qualifications of a Professional Wetland Delineator must only be submitted to the Planning and Zoning Department if requested by the Zoning Administrator.

*Priority construction site.* Any site that discharges to a waterbody which is listed on the most recently EPA approved 303(d) list of impaired waters for turbidity, siltation, or sedimentation, any waterbody for which a TMDL has been finalized or approved by EPA for turbidity, siltation, or sedimentation, any waterbody assigned the Outstanding Alabama Water use classification in accordance with ADEM Admin. Code, 335-6-10-.09, and any waterbody assigned a special designation in accordance with ADEM Admin. Code, 335-6-10-.10.

*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 ).

**Stream, Jurisdictional.** See definition for Jurisdictional Streams.

**Stream, Perennial.** A stream that has surface water flowing continuously year-round.

**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.

**Wetlands.** Wetlands are areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

**Wetland and/or Stream Delineation.** A wetland and/or stream delineation includes a site map with property and all wetland and/or stream boundaries, and mapped location of at least one upland and one

wetland sampling point for each separate wetland area. The delineation should also include wetland and upland worksheets for the sampling points. The jurisdictional wetland boundary lines should be flagged on the site with tape and/or flags so that Planning and Zoning staff can verify the accuracy of the boundaries if necessary.

*Wetland, Jurisdictional.* See definition for Jurisdictional Wetland.

*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.

#### General Requirements:

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~~Preliminary Plat by the Baldwin County Planning and Zoning Commission, and Final Plat approval by the County Engineer and Baldwin County Planning Director. Depending on the specific characteristics related to the proposed development, additional requirements may apply.

#### Sketch Plan Reviews:

A Sketch Plan application, review, and approval (see Section 4.4) is required for all subdivisions which are proposed to include both 1) six or more lots and 2) new infrastructure (roads or drainage facilities).

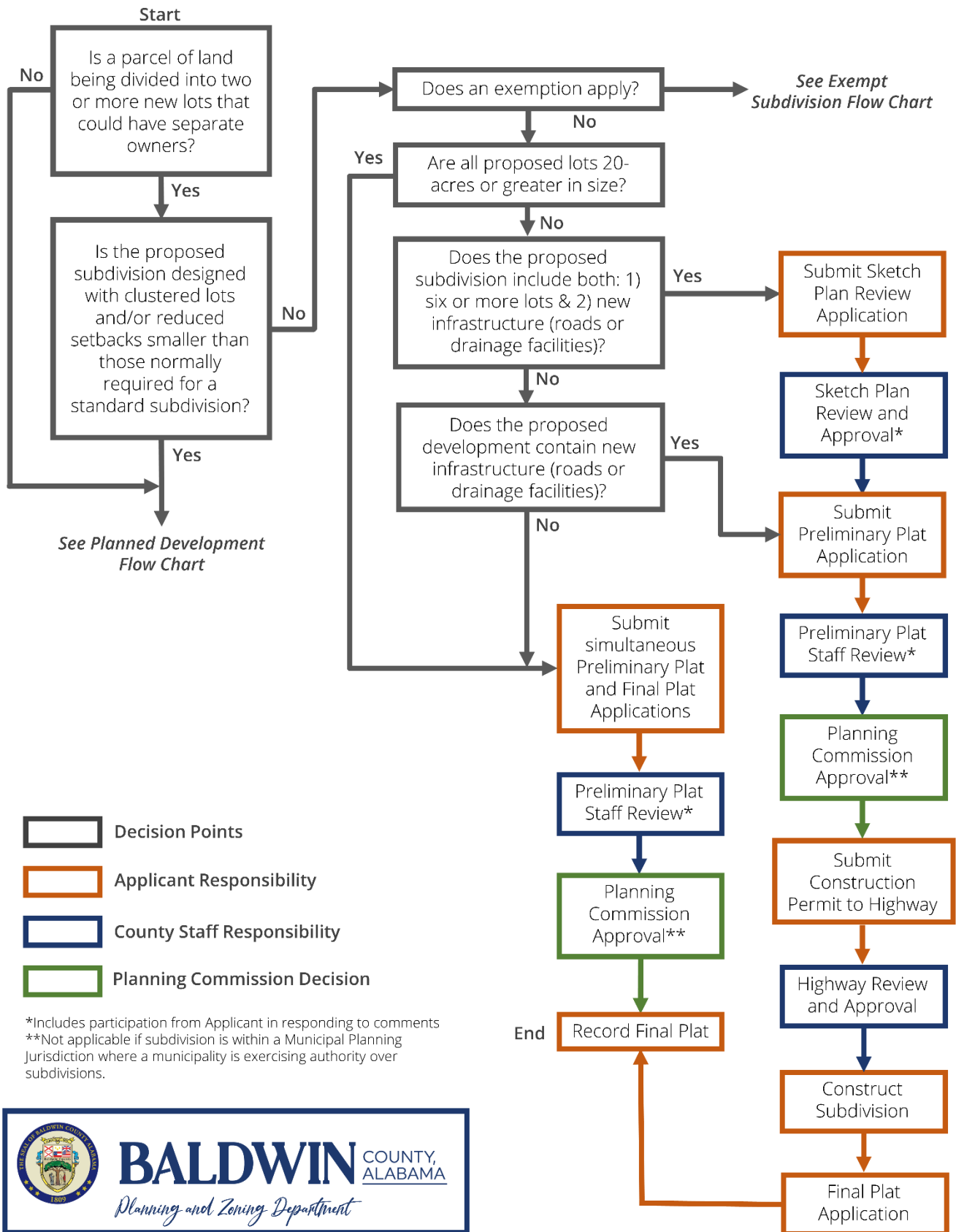
#### Concurrent Preliminary and Final Plat Submittals:

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~~Preliminary Plat 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.)

#### Large Lot Subdivisions:

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~~Preliminary Plat 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.)

## General Subdivision Flow Chart





Exempt Subdivision Flow Chart (Under Development)

Draft for Public Hearing

Planned Development Flow Chart (Under Development)

Draft for Public Hearing

### **Section 4.1.1 General Procedures and Requirements for All Applications**

#### **(a) Application Form**

The Planning and Zoning Director is granted broad authority to establish and update the application forms for applications subject to these regulations to ensure that applications include all documents and information necessary to complete a full technical review. The Planning and Zoning Director may require the use of electronic submittals when appropriate and available.

When applying, an Applicant may voluntarily elect to waive the registered mail notice requirements set forth in the Alabama Code as it relates to requirement communication to the Applicant and elect to instead receive notice by email. An applicant who elects not to waive the notification by registered mail elects, in the alternative, to communicate exclusively by US mail for all items related to the application.

#### **(b) Applications Submittal Deadlines**

- (i) Preliminary Plat, Final Plat, Conceptual Site Plan, & Final Site Plan applications to be heard by the Baldwin County Planning Commission shall be submitted no later than noon on the Monday that is six full weeks prior to the meeting where the application is to be heard.
- (ii) Subdivision Variance applications shall be submitted no later than noon on the Monday that is four full weeks prior to the meeting where the application is to be heard.
- (iii) Sketch Plan applications for a development that will ultimately be presented to the Planning Commission for approval, shall be submitted no later than noon on the Monday that is four weeks prior to the application deadline for the subsequent Preliminary Plat application or Final Site Plan Application.
- (iv) The Baldwin Planning and Zoning Department will publish, at least annually, a schedule listing the application deadlines for each meeting.

#### **(c) Intake Review of Applications Prior to Acceptance**

All applications submitted to the Baldwin County Planning and Zoning Department will go through an intake review to determine whether all documents and information have been submitted that are necessary for Department staff to complete a full technical review of the application. For applications timely submitted for an upcoming Planning Commission meeting, Planning and Zoning staff shall have until noon on the Friday following the application deadline to complete the intake review and reject an application as incomplete by issuing email notice to the Applicant. Applications not rejected by email prior to the deadline shall be automatically accepted to begin the full technical review.

#### **(d) Technical Review**

The Planning and Zoning Department and Highway Department will strive to complete its first technical review and provide a first complete set of review comments within 21 days of accepting an application as complete. In the event the Baldwin County Planning Director or County Engineer determine that a submitted application is deficient in any regard, the Baldwin County Planning Director or County Engineer or their designees shall detail the deficiencies to the applicant through email, unless an applicant has elected to communicate exclusively through US Mail in 4.1.1(a) above. The applicant shall respond to comments from each review and rereview with a single response package that includes the following:

1. A disposition of comments with a singular response to each listed deficiency;
2. Revised Plat or Site Plan with revision clouds noting changes; and

3. All responsive documents reflecting the requested changes or resolving the noted deficiencies.

County Staff will not review partial or incomplete responses. Unless modified elsewhere herein, if an applicant fails to submit a complete response package within 60 days of receiving review or rereview comments, the application shall be administratively denied. A new application and fee will be required before the property is reconsidered for subdivision development. An application may request a 60-day time extension variance, with appropriate variance application fee, which shall be administratively approved by staff. Multiple variances may be requested throughout the life of a project. However, time extension variances shall not be available 300 days after provision of the first complete set of review comments to the Applicant from the County.

In no case shall an application proceed to the Baldwin County Planning and Zoning Commission with a single major deficiency or more than four minor deficiencies. Major deficiencies include, but are not limited to:

1. unapproved drainage plan;
2. unapproved traffic study;
3. failure to comply with the applicable wetland requirements;
4. failure to comply with applicable utility requirements;
5. setback or buffer encroachments; and
6. any other deficiency, the correction of which will impact the previously listed items.

Minor deficiencies are those items that are required for public policy and informational reasons but will not impact the proper functioning of the proposed development.

If, fourteen calendar days prior to the Planning Commission meeting, an application is found to have at least one unresolved major deficiency or four unresolved minor deficiencies the application shall automatically be rescheduled to a later Planning Commission meeting. Planning and Zoning Staff shall notify the applicant via email that consideration of the application has been postponed and provide a date by which deficiencies must be resolved to be scheduled for consideration at a future meeting.

(d) Recommendation to the Planning Commission

After the Baldwin County Planning Director and County Engineer or their designees has reviewed the application documents, the Baldwin County Planning Director and County Engineer or their designees shall make a recommendation of approval or denial to the Baldwin County Planning and Zoning Commission. If the proposed development complies with the requirements of these Subdivision Regulations, it shall be approved by the Baldwin County Planning and Zoning Commission.

If the Baldwin County Planning Director, the County Engineer, or their designees recommend denial of proposed development, said recommendation, with a list of deficiencies, shall be provided to the applicant by email (unless an applicant has elected to communicate exclusively through US Mail in 4.1.1(a) above) at least ten days before the recommendation is to be presented to the Baldwin County Planning and Zoning Commission for action.

## **§ 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. An exemption under this paragraph shall not apply to a proposed subdivision or resubdivision that will result in a "Major Change" to an approved and recorded Final Plat or Final Site Plan;

(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. An exemption under this paragraph shall not apply to a proposed subdivision or resubdivision that will result in a "Major Change" to an approved and recorded Final Plat or Final Site Plan;

(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). An exemption under this paragraph shall not apply to the proposed relocation of a common lot line if the relocation will result in a "Major Change" to an approved and recorded Final Plat or Final Site Plan;

(e) The division of a single parcel into two resultant parcels if each resulting parcel is equal to or greater than thirty-five (35) acres in size. An exemption under this paragraph shall not apply to a proposed subdivision or resubdivision that will result in a "Major Change" to an approved and recorded Final Plat or Final Site Plan;

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, the Planning Director, or their designees, 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-planning 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-Planning Jurisdictions

These Subdivision Regulations shall apply to any subdivision lying within the extraterritorial-planning jurisdiction of a municipality planning commission unless the Baldwin County Commission has entered into a planning jurisdiction agreement under Alabama Code §11-52-30, the terms and conditions of which provide that the municipal planning commission shall be responsible for the regulation and enforcement of subdivisions within the planning jurisdiction. If the County, municipality, and municipal planning commission have properly entered into a planning jurisdiction agreement under §11-52-30, the terms and conditions of the planning jurisdiction agreement shall govern the applicability of these Subdivision Regulations to the proposed subdivision. Copies of planning jurisdiction agreements may be obtained by contacting the Baldwin County Planning and Zoning Department. 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 and Pre-Application Meeting

~~Except as otherwise provided in these Subdivision Regulations, a~~Any applicant who seeks ~~the approval of a non-exempt subdivision or Planned Development~~Preliminary Plat approval or Final Site Plan approval within the subdivision jurisdiction of the Baldwin County Commission for a development which is proposed to include both 1) six or more lots and 2) new infrastructure (roads or drainage facilities), shall first file an application with the Baldwin County Planning Director for Sketch Plan approval. After accepting a complete Sketch Plan application for review, Planning and Zoning staff will review the Sketch Plan and schedule a pre-application meeting to discuss issues that will need to be addressed for the forthcoming Preliminary Plat or Final Site Plan submission. 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, units, spaces, etc.;

(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 jurisdictional 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 development subdivision, together with the name of all existing public roads adjacent to the property to be subdivided or developed;

(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 ~~W~~wetlands known by the owner/applicant to exist on the property to be subdivided;

- (xii) The location of any municipal ~~extraterritorial planning~~ 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~~Preliminary Plat (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~~Preliminary Plat**

Any person who has previously applied for and received Sketch Plan approval may submit an application for a ~~Development Permit~~Preliminary Plat in accordance with the approved Sketch Plan. The procedure for obtaining a ~~Development Permit~~Preliminary Plat is as follows. No ~~Development Permit~~Preliminary Plat 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~~Preliminary Plat 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~~Preliminary Plat application forms available at the offices of the Baldwin County Planning Director;
- (b) Be accompanied by the ~~Development Permit~~Preliminary 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 two~~7~~ full-size sets of black or blue-line prints of the proposed Subdivision Plat (the Baldwin County Planning Director, at his or her discretion, may deem the submittal of printed plats

~~unnecessary, as long as long as applied uniformly for all applicants) (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 (if a full drainage plan is not required, please submit a written narrative explaining why a full draining plan is not required);

(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, title commitment, or title report, that verifies current ownership and lists all easements, rights-of-way, mortgages, liens, or other encumbrances for ~~– Said title document shall cover a period of no less than 30 years;~~

(h) For subdivision developments proposing to utilize on-site septic systems, include a copy of documentation provided to the Baldwin County Health Department (usually a Notice of Intent and Preliminary Site Development Plan) or a letter stating the reasons the development is exempt from health department requirements~~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 documentation that the proposed plat was submitted to each utility company providing a required utility (see Section 5.1.1 for required utilities) along with a written report from each affected utility company (water, sewer, electric, and telephone) ~~documenting their-its~~ 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.

(m) Be accompanied by a wetland delineation and Jurisdictional Determination if required pursuant to Section 5.2.2.

#### **§ 4.5.2 Review and Approval of Applications for ~~Development Permit~~Preliminary Plats**

~~The Preliminary Plat Application shall be processed and review in the manner describe in Section 4.1.1. After the Baldwin County Planning Director and County Engineer or his/her designee has reviewed the proposed Subdivision Plat, application for Development Permit~~Preliminary Plat ~~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 Preliminary Plat~~ 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 Preliminary Plat 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 Preliminary Plat 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 Preliminary Plat 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 with the recommendation of approval or denial 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. Though not required, a sign giving notice of the proposed subdivision may be posted on the land proposed to be subdivided. The application for approval of a Preliminary Plat shall be heard by the Planning Commission in conjunction with a public hearing scheduled for that purpose.~~

#### § 4.5.3 Effective Period of ~~Development Permit Preliminary Plat~~

The approval of a ~~Development Permit Preliminary Plat~~ 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 Preliminary Plat~~ 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 Preliminary Plat~~ up to twenty-four additional months.

#### § 4.5.4 Resubmission of Application for ~~Development Permit Preliminary Plat~~

The Baldwin County Planning and Zoning Commission shall not reconsider, for a period of 4 months, an application for ~~Development Permit Preliminary Plat~~ 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 Preliminary Plat~~ may be resubmitted. This submittal shall be in accordance with *Section 4.5: Application for Development Permit Preliminary Plat*. ~~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 displayed, along with the tax parcel ID number, on each parent parcel that is part of the development;
- (b) Proposed name of subdivision, date, north point, and scale, ~~and location~~;
- (c) Name, address, and phone number of responsible Licensed Professional Engineer and/or 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, and tax parcel ID #s for~~ 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, streams,~~ 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 widths and 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~~ All wetlands. The required thirty-foot wetland building setback (with the included fifteen-foot natural buffer), for jurisdictional wetlands. All wetlands to be filled shall be labeled as "To be filled." ~~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~~ Preliminary Plat 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.

(f) Any required permits if jurisdictional wetlands are to be filled.

#### **§ 4.5.7 Approvals and Beginning of Construction**

No ~~Development Permit~~Preliminary Plat 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~~Preliminary Plat 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~~Preliminary Plat 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) A wetland delineation and 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. In lieu of a wetland delineation and USACE Jurisdictional Determination, the Planning Director may allow the Applicant to display on the plat those wetlands from the Generalized Wetland Map (provided by the Baldwin County Planning and Zoning Department) along with a fifty-foot wetland building setback, and the following plat note: "All future subdivision of lots shall comply with the wetland requirements of the subdivision regulation applicable at the time of such future subdivision, which may include completing a wetland delineation and USACE Jurisdictional Determination.";
- (a) 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;
- (b) No utilities are required for the subdivision, but the access required by Section 4.5.8(d) shall ~~accomodate~~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~~Preliminary Plat, 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~~Preliminary Plat, 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~~Preliminary Plat approval;
- (g) Unless previously submitted with the ~~Development Permit~~Preliminary Plat 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) ~~For developments proposing to utilize on-site septic systems, include the Baldwin County Health Department Certificate of approval on the final plat. 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~~Preliminary Plat 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*.

(o) Be accompanied by a wetland delineation and Jurisdictional Determination if required pursuant to Section 5.2.2. If wetlands were filled, a copy of any required permits.

#### § 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 displayed, along with the tax parcel ID number, on each parent parcel that is part of the development;
- (b) Name of subdivision, north point, and scale, ~~and location;~~
- (c) Names, addresses, and phone numbers of the responsible Licensed Professional Engineer and or 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) All wetlands. The required thirty-foot wetland building setback (with the included fifteen-foot natural buffer) for jurisdictional wetlands. All wetlands to be filled shall be labeled as "To be filled." All jurisdictional wetlands to be filled shall be labeled with the applicable USACE permit number. 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. Failure**



to record a Final Plat or Final Site Plan within 90 days of approval shall result in an automatic revocation of the approval and the Applicant shall be required to submit and new final plat application and fee.

#### **§ 4.7 Appeals to Baldwin County Commission**

Any party aggrieved by a final decision of the Planning Commission may appeal the final decision to the Circuit Court of Baldwin County, Alabama, in accordance with applicable law.

~~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.~~

#### **§ 4.8 Modifications to an Approved Plat**

Any applicant wishing to revise, amend, alter, or otherwise change an approved Preliminary or Final Plat 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 the proposed revised Plat. 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 major streets, or similar substantial changes. These major changes shall require resubmittal in accordance with §§ 4.5 or 4.6 and require approval by

the Baldwin County Planning and Zoning Commission. Major changes include, but are not limited to, the following:

- Overall, external boundary change
- Relocation of major streets
- Creation of additional lots or density increase
- Building height increase
- Redesign or relocation of stormwater detention facilities
- A reduction in open space below the minimums required by these regulations or by more than 5% from what was originally approved.

(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 administratively. Minor changes include, but are not limited to, the following:

- Change in alignment, location, direction, or length of minor streets
- Reorientation or slight shifts in building or lot locations
- Decrease in building height or overall number of units

(c) Upon approval of any Plat modification, the modified Plat shall be recorded and shall be considered the approved Plat. Any future modification or changes will be reviewed as set forth herein.

## 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 non-exempt 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 Subdivision									
Lot Size*	Required Utilities	Roadway Type	Minimum Lot Width	Curb and Gutter	Side-walk <sup>†</sup>	Approval Body Broadband Connectivity	Building Front Setback <sup>++</sup>	Building Rear Setback <sup>++</sup>	Building Side Setback <sup>++</sup>
≥ 40,000 SF	overhead power	BCDS**	120 feet	no	no	Baldwin County Commission § 5.2.5(c) shall not apply	30	30	10
20,000 SF to 40,000 SF	overhead power, either water or sewer	BCDS**	120 feet	no	no	§ 5.2.5(c) shall not apply	30	30	10
20,000 SF to 40,000 SF	underground power, either water or sewer	BCDS**	80 feet	yes, if new roads proposed	Yes, if new roads proposed	§ 5.2.5(c) shall apply if new roads proposed	30	30	10
7,500 SF to 20,000 SF	underground power, street lights, water, and sewer	BCDS**	60 feet	yes, if new roads proposed	yes, if five lots or more	§ 5.2.5(c) shall apply if new roads proposed	30	30	10

\* The more strict minimum lot size between Section 5.4(a) and this table shall apply. Minimum lot size shall be subject to Section 5.4(a)

\*\* Baldwin County Design Standards for New Road Construction

<sup>†</sup> Sidewalk 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 side walk with striping
- 1. Sidewalk on each side - minimum 5-foot wide.
- 2. Sidewalk on one side - minimum 8-foot wide.

3. Pedestrian lane on road - minimum 8-foot wide.

†† 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 and Waterways

~~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.

(a) Wetland and/or Stream Delineation - If a proposed subdivision contains wetlands or a stream or is within thirty feet of wetlands or a stream, as shown on the Generalized Wetland Map, the applicant must perform a wetland and/or stream delineation showing jurisdictional and non-jurisdictional wetlands and/or streams within the subdivision boundaries. The wetland delineation shall be performed by a professional wetland delineator accredited wetland specialist.

#### (b) Jurisdiction Determination and ADEM Permitting

(i) Jurisdictional Determination and USACE 404 Permit - If jurisdictional wetlands are identified in the required delineation and proposed to be filled to provide necessary access to lots, the wetlands shall be subject to Section 404(b)(1) guidelines concerning fill material disposal into jurisdictional wetlands and a USACE permit shall be required. A USACE Jurisdictional Determination shall be submitted with the application and Preliminary Plat approval shall be contingent on receipt of the applicable USACE permits.

(ii) Alabama Department of Environmental Management Permitting

(1) In coastal areas, -an ADEM Coastal Area Management Program (Division 335-8) permit may also be required. If an ADEM permit is required, Preliminary Plat approval shall be contingent on receipt of the applicable permit.

(2) Wetlands contained on any property parcel located wholly or partially in the coastal area of Alabama are subject to the regulatory requirements of ADEM Admin. Code 335-8-2-.02 including those wetlands determined to be “non-jurisdictional” by the U.S. Army Corps of Engineers. The term “coastal area of Alabama” generally means the waters and adjacent shorelands lying seaward of the continuous 10-foot contour. Applicants are responsible for communicating with ADEM to determine whether or not a proposed development lies within the coastal area of Alabama.

(iii) If wetland fill and/or stream modification is not proposed, the Baldwin County Planning Director may, at his or her discretion, require the applicant to submit an USACE Jurisdictional Determination after documenting the following:

1. A site visit by a Baldwin County Planning and Zoning Staff member revealed potential wetlands on the site that differ significantly from the delineation supplied by the Applicant;
2. A review of the Generalized Wetland Map reveals potential wetlands on the site that differ substantially from the delineation supplied by the Applicant; or
3. Knowledge of historic stormwater problems in and around the site area.

When a jurisdictional determination is deemed necessary above in this subsection (ii), the Planning Director may, in lieu of a jurisdictional determination, accept a second wetland delineation prepared by an professional wetland delineator accredited wetland specialist who is not affiliated with the specialist responsible for the original delineation.

(c) Filling of Existing Stormwater Management Areas – Where a proposed subdivision contains existing stormwater management areas, which may include non-jurisdictional wetlands, hydric soil areas, existing water features, ditches, etc., that contribute to the stormwater management of the site, the existing stormwater management areas shall not be filled unless comparable and equivalent stormwater management is provided as part of the development and approved by the County Engineer.

The Planning and Zoning Department shall not regulate or protect non-jurisdictional wetlands when comparable and equivalent stormwater management is to be provided.

(d) Display of Wetlands and Existing Stormwater Management Areas on Plat or Site Plan

(i) For jurisdictional wetlands not proposed to be filled, the Applicant shall display a thirty-foot wetland building setback. The building setback line from jurisdictional wetlands shall be 30 feet, within which a minimum 15-foot natural buffer shall be provided upland of all jurisdictional wetlands. Wetlands to be filled shall be displayed as “To be filled” along with USACE permit number.

(ii) Existing stormwater management areas, which may include non-jurisdictional wetlands, hydric soil areas, existing water features, ditches, etc., that contribute to the stormwater management of the site and are not proposed to be replaced with comparable and equivalent stormwater management shall be protected with a 5-foot natural buffer and a note indicating that the area shall not be filled or modified.

(e) In a minor subdivision (five lots or less with no infrastructure) where no development is proposed, in lieu of a wetland and/or stream delineation and USACE Jurisdictional Determination, the Planning Director may allow the Applicant to display on the plat those wetlands from the Generalized Wetland Map (provided by the Baldwin County Planning and Zoning Department) along with a 50-foot wetland building setback, and the following plat note: "Any future subdivision or development of lots shall comply with the wetland requirements of the Subdivision Regulations or Zoning Ordinance applicable at the time of such future subdivision or development, which may include completing a wetland delineation and USACE Jurisdictional Determination."

(f) Display of Waterways on the Plat or Site Plan – For jurisdictional streams, the Applicant shall display a thirty-foot minimum natural buffer from top of bank on both sides of the waterway. -When wetlands are adjacent to a stream, the stricter (most protective) of the two setback and/or buffer requirements shall apply. These buffers shall be flagged prior to project implementation and protected by appropriate measures during all construction phases. No development other than for recreational purposes shall take place within the waterway natural buffer.

### § 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~~Preliminary Plat approval.

### § 5.2.4 Maintenance of Waterbodies, and Watercourses, and Impoundments

(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)

OPTION 1 - Fiber Optic Network Conduit

1) Requirements. All subdivisions involving the creation of new streets, alleys, or roadways, or subdivisions identified in table 5.1.1 shall include, as part of their development and the costs thereof, the professional design, construction, and installation of fiber optic network duct bank which shall consist of a minimum of four (4) one-inch (1") conduits/inner ducts to carry fiber optic cable. The development shall also include installation and construction of proper appurtenances and attendant facilities thereto, which shall be located parallel to the nearest public street or roadway and meet or exceed specifications of emerging industry standards for provision of high-speed broadband service, with the exact locations of such infrastructure and the specifications of which to be determined by the County Engineer or his or her designee in reliance on such industry standards. The following additional requirements shall apply:

(A) In addition to installing fiber optic network conduit, the developer shall install such vaults, manholes, hand-holes and other appurtenances and facilities as are necessary or needed to accommodate installation and connection of fiber optic cable within the fiber optic network conduit.

(B) All construction and installation required in this Subsection shall be accomplished according to construction standards adopted by the County Engineer. Such standards shall be adopted with due consideration given to existing and anticipated technologies and industry standards.

(C) All fiber optic network conduit and facilities and appurtenances installed by the developer pursuant to this Section shall be conveyed and dedicated to the County either with or as part of the dedication and conveyance of the public street and/or right-of-way to the County or otherwise.

(D) All construction and installation costs shall be the responsibility of the developer.

2) Use by Broadband Service Providers. Whenever fiber optic network conduit installed, or to be installed, under this Subsection is available, or will become available, within a newly constructed public street or right-of-way, all broadband service providers thereafter locating fiber optic cable, wire or lines within or along such street or right-of-way may locate their cable, wire, or lines within such fiber optic network conduit. Fiber optic network conduit capacity shall be allocated to broadband service providers on a first-come, first serve basis so long as the broadband service provider using the conduit provides a reliable, high-speed broadband option for purchase to each lot in the development. The County may also reserve capacity within such conduits for its own use.

#### **OPTION 2 – Provision of Broadband Service**

If required in Section 5.1.1 of these regulations, the Applicant shall ensure that reliable, high-speed broadband connectivity (minimum 25 megabits per second download speed and 25 megabits per second upload speed) is made available at each lot in the development. The requirements of this section can be accomplished during the Preliminary Plat approval by provision of a letter from a broadband provider certifying that they are willing and able to provide marketable service at the minimum required speeds to each lot in the subdivision. The requirements of this section can be accomplished during the Final Plat approval by provision of a letter from a broadband provider certifying that marketable broadband service, at the minimum required speeds, is available at each lot in the subdivision.

(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. Unless otherwise required by a specific utility provider, All existing and proposed utility and drainage easements should generally be clearly indicated on in the plan view submitted with the application for Development Permit Preliminary Plats and Final Plats exclusively with a note similar to the following:-

#### **DRAINAGE/UTILITY EASEMENTS**

**EXTERNAL REAR AND SIDE BOUNDARY LOT LINES: 15 FEET**

**INTERIOR REAR AND SIDE LOT LINES: 7.5 FEET**

Unless requested by a utility company or by Planning and Zoning staff for clarity purposes, drainage and utility easement boundary lines generally **should not** be displayed in the plan view on Preliminary Plats 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) ~~(a)~~ The minimum lot size and lot width for non-exempt subdivisions shall be as provided in Section 5.1.1.

The minimum lot size and width for exempt subdivisions are 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.

No permanent structure shall be erected or constructed within the designated construction setback. The following is a non-exhaustive list of items that are either exempt or not considered permanent structures under the Highway Construction Setback law.

1. Billboards
2. Utility structures such as poles, utility lines, and other utility structures
3. Non-permanent structures permitted within the required construction setback Signs
4. Access drives or roads
5. Overflow parking in excess of required parking spaces
6. Landscaping
7. Fences
8. Portable accessory structures such as a yard shed
9. Sidewalks & bike paths

The following is a non-exhaustive list of permanent structures that are prohibited within the required construction setback.

1. Any permanent structure not specifically permitted above.
2. Buildings
3. Houses
4. Decks or porches
5. Mobile homes
6. Below-ground swimming pools
7. Drainage detention or retention structures
8. Septic tanks
9. Gas pumps
10. Underground storage tanks
11. Required parking spaces

(i) A nonconforming lot or parcel is a lot or parcel which fails to meet the dimensional requirements (i.e., minimum lot area, width, frontage etc.) of these Subdivision Regulations (or the Zoning Ordinance for zoned areas) but was lawfully created according to Alabama State Law or was otherwise a lot of record prior to the effective date of the subdivision regulations or any amendments thereto and has been determined to be vested.

1. Any nonconforming lot or parcel may be used as a building site.
2. A nonconforming lot or parcel in a zoned area must comply with permitted uses and other standards as described in the zoning ordinances.

No portion of a lot shall be sold or subdivided in a manner which does not comply with the lot width and area requirements established by these Subdivision Regulation (or the Zoning Ordinance for zoned areas). A nonconforming lot may be increased in size even if such increase does not allow the lot to meet the minimum lot width and lot area requirements established by these Subdivision Regulation (or the Zoning Ordinance for zoned areas). Furthermore, the adjoining lot or lots, from which the land is removed to create the increase to the subject lot, shall not become nonconforming or increase in nonconformity.

Should a government agency obtain, after the effective date of this amendment, a portion of a conforming lot for public purposes and thereby create a nonconforming lot, it may be possible to erect or construct, on said lot, the principal and accessory structures otherwise authorized provided that all other requirements of these Subdivision Regulation (or the Zoning Ordinance for zoned areas) are met.

## **§ 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~~Preliminary Plat, (1) the Baldwin County Planning and Zoning Commission has otherwise approved the issuance of a ~~Development Permit~~Preliminary Plat 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~~Preliminary Plat 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~~Preliminary Plat is approved by the Baldwin County Planning and Zoning Commission, the Baldwin County Planning Director or Baldwin County Engineer 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~~Preliminary Plat 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~~shall 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~~Preliminary Plat 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~~road that is classified as a collector or an arterial, common driveways shall be used to minimize the number of curb cuts, driveways, or other accesses required, unless an alternate access under § 5.5.9(b) is approved by the County Engineer.

- (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) ~~All s~~Sidewalks which are to be located within the subdivision ~~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 shall may be constructed before 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  $\frac{1}{2}$  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~~Preliminary Plat 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. The required 15-foot easement width on interior lot lines may be achieved by splitting the required width between both sides of an interior line so long as a total width of 15 feet is maintained. Drainage easements should generally be indicated on Preliminary Plats and Final Plats exclusively with a note similar to the following:

**DRAINAGE/UTILITY EASEMENTS****EXTERNAL REAR AND SIDE BOUNDARY LOT LINES: 15 FEET****INTERIOR REAR AND SIDE LOT LINES: 7.5 FEET**

Unless requested by Planning and Zoning staff for clarity purposes, drainage and utility easement boundary lines generally **should not** be displayed in the plan view on Preliminary Plats and Final Plats.

**§ 5.11.7 Drainage System Plan Sheet Requirements**

A generalized drainage plan must be submitted at the time of ~~Development Permit~~Preliminary Plat application and shall at a minimum:

- (a) Be on a sheet the same size as that submitted at the time of ~~Development Permit~~Preliminary Plat 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 and label as jurisdictional and non-jurisdictional.

**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 jurisdictional 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 and open swales (ditches) 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:

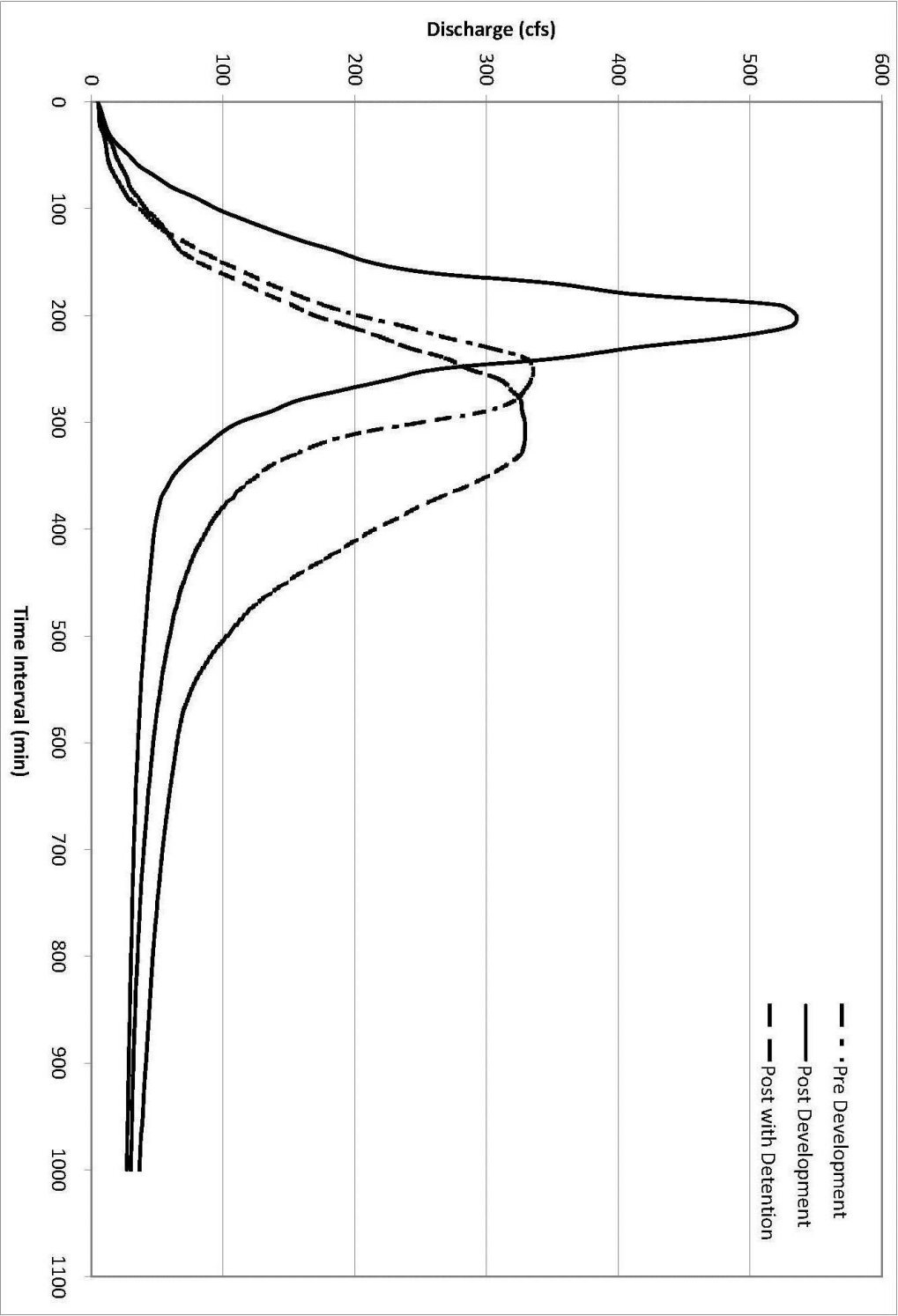
1. proof of adequacy of volume of retention for each drainage basin
2. tributary (Q) peak runoff to basin
3. balanced maximum outflow rate from the low-flow structure
4. ratios of inflow to outflow
5. sizing of the overflow facilities
6. stability of dikes
7. safety features
8. maintenance features
9. 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.

Draft for Public Hearing



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 Construction 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~~Recreational Vehicle Parks / Campgrounds

If individual lots within proposed ~~Recreational Vehicle~~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 – ~~Recreational Vehicle~~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. ~~Where sanitary sewer is provided, 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. ~~Where sanitary sewer is not provided, the maximum number of sites/units for RV parks and campgrounds shall be 7 sites/units per acre.~~
1.
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~~Recreational Vehicle parks and campgrounds shall have direct access to a paved County, City, State or Federal highway or roadway ~~that has a minimum width (edge-of-pavement to edge-of-pavement) of twenty-four (24) feet within 300 feet of the recreation vehicle park entrance, in each direction.~~ 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. ~~Approval of a recreation vehicle park without the required traffic study shall not be granted unless a variance has been approved by the Planning Commission.~~

(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 ~~20+2~~ 20 feet wide for one-way streets. ~~The internal roadways, recreational vehicle pads, and standard vehicle parking must be improved with a suitable hard surface such as asphalt or 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 in accordance with § 5.2.5 of these regulations, accept that recreational vehicle parks with a density of five units or less shall not be required to connect to public water unless already available adjacent to the property, 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 aA minimum of thirty-(30) foot building setback shall be required from any exterior property line, development phase boundary line, or jurisdictional wetland. No recreational vehicle sites, buildings, or other non-stormwater structures shall be constructed within the required thirty-foot setback.
2. Structures constructed or located on RV-recreational vehicle 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.

#### (h) Design Requirements for Recreational Vehicle Site –

##### 1. Parking

- a. Each recreational vehicle site shall have off-street parking for at least one recreational vehicle and one standard passenger vehicle.
- b. Additional parking spaces shall be provided throughout the recreational vehicle park to accommodate employee and guest parking. The number of additional parking spaces shall equal 0.25 spaces per recreational vehicle site rounded to the nearest whole number. The minimum dimension of an off-street parking space is 9' x 19'.
2. Each recreational vehicle site must be at least 1,600 square feet in area.
3. Each recreational vehicle site shall abut on at least one (1) street within the boundaries of the recreational vehicle park and access to the site shall be only from such internal street.

(i) Manufactured Homes – A recreational vehicle park which remains under unified ownership and control or is otherwise approved under the provisions of Article 9 shall not include sites for use by standard manufactured homes or park model

#### **§ 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 jurisdictional wetlands, including a minimum of 15 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 jurisdictional 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.

(h) Recreational Vehicles – A Mobile Home Park which remains under unified ownership and control or is otherwise approved under the provisions of Article 9 shall not include sites for use by recreational vehicles.

### **§ 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~~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~~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 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.

### § 5.20 Open Space Requirements

(a) Open space reservation. Exclusive of the Open Space provisions for Planned Unit Developments contained in Article 9, the following open space reservation requirements shall apply to all subdivision lots that require installation or construction of streets:

(1) A minimum of 15% of the gross land area of the subdivision development shall be set aside for permanent open space.

a. Steep slopes (greater than 4:1), 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 the following passive or active recreation purposes: parks, recreational and social facilities, multi-use paths, and similar improved areas. The usable open space shall not include retention or detention facilities, swales, ditches, constructed wetlands, steep slopes, streams, ponds, watercourses, jurisdictional wetlands, floodways and/or floodplains.

c. Open space set aside for passive and active recreation should be centrally located within the develop as a design feature.

(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.

## **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~~ 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~~ benchmark 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 full installation of all sidewalks as outlined in the Development Matrix in Section 5.1.1 and provision of a financial guarantee of performance for all other improvements not completed.

### § 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~~Preliminary Plat, 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~~Preliminary Plat, 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~~<sup>sign</sup>, 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 ~~is~~<sup>are</sup> 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.

#### § 8.1.1 Variance Requests for “Remnant” Parcels

Remnant parcels do not exist under the subdivision regulations. Every resolving parcel of a subdivision is subject to the subdivision regulations. However, when a subdivision results in a large outparcel that is greater than 20-acres, the applicant may submit a variance request which, if granted by the Planning Commission, would allow the outparcel to be excluded from some or all the requirements of the subdivision regulations. If approved, the following note shall be placed on the portion of the outparcel displayed on the plat.

“Remnant Parcel - not intended to be included as part of this subdivision. A variance request to exclude the remnant from this subdivision was approved during the    /    /20    Planning Commission meeting and thus, the remnant parcel has been excluded from the legal description. This parcel shall be subject to all applicable requirements of the subdivision regulations and/or zoning ordinance when developed or subdivided in the future.”

### § 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.

An applicant may simultaneously submit a variance request with a Preliminary Plat approval application or Site Plan approval application to the Planning Commission. However, the variance shall be heard first

and a denial of the variance shall result in an automatic denial of the proposed subdivision or planned development.

### **§ 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 Unit 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 Planning~~ Jurisdiction:

The provisions of this ~~Chapter Article~~ 9 shall apply to any subdivision, including Planned Unit Developments, lying within the extraterritorial planning jurisdiction of a municipality ~~to the extent that unless~~ the Baldwin ~~County Planning and Zoning~~ County Commission has entered into a planning jurisdiction agreement under Alabama Code §11-52-30 providing that the municipal planning commission shall be responsible for the regulation and enforcement of subdivisions jurisdiction over the subdivision of such Planned Development within the Planning Jurisdiction pursuant to Alabama Code § 11-52-30, et seq. ~~If the County, municipality, and municipal planning commission have properly entered into a planning jurisdiction agreement under §11-52-30, the terms and conditions of the planning jurisdiction agreement shall be governed applicability of Article 9 to the proposed subdivision. Copies of planning jurisdiction agreements may be obtained by contacting the Baldwin County Planning and Zoning Department. 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 a planning district that has voted to come under the zoning jurisdiction of the Baldwin County Commission, such proposed subdivision shall comply with the subdivision regulations of the municipality and the zoning ~~regulations ordinance~~ 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 Unit Developments:* A Planned Unit 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 Unit Developments:* A Planned Unit 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.

*Unit:* A unit is any leasehold, fee simple, or similar interest in real property, intended for occupancy.

### § 9.3 Planned Unit 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 Unit 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 Unit 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 Unit 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 Unit Developments

A Planned Unit 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 Unit Developments set forth in this Section 9.3.2 and the Special Requirements for ~~RV~~Recreational Vehicle Parks/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 Unit 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 Unit 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 Unit 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 such as parks, recreational facilities, pedestrian ways, and/or for conserving sensitive elements of the environment. 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 undo 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 Unit 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 Unit Development Procedures

Large Scale Planned Unit 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 Unit 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 blue-line 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 Unit 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 **Unit** 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

served 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 Unit Development may be done in phases, in which case all the property to be included in the Planned Unit 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 Unit 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 Unit Development Procedures**

Small Scale Planned Unit 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 Unit 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 blue-line 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~~Preliminary Plat (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 Unit 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. If the applicant submits a plan set for review as the Final Site Plan, the entire submitted plan set will need to be recorded as the Final Site Plan. The Final Site Plan shall show the following:

- (a) Name and address of owner(s) of record displayed, along with the tax parcel ID number, on each parent parcel that is part of the development;
- (b) Proposed name of ~~P~~lanned Unit Development, date, north point, scale, and location;
- (c) Name, address, and phone number of the responsible Licensed Professional Engineer and/or Land Surveyor registered in the State of Alabama;
- (d) Vicinity map showing the location of the ~~P~~lanned Unit Development;
- (e) Exact boundaries of the site shown with bearings and distances;
- (f) Names, ~~and~~ addresses, and tax parcel ID #s for ~~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~~wetlands, streams, cultural resources, and any other conditions affecting the site;
- (h) The location of dams, existing stormwater management areas, 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 Unit 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 Unit 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) The requirements of Section 5.2.2 shall apply to Planned Unit Developments.  
~~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~~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~~buildings, or other facilities, including copies of all legal documents necessary to accomplish this.
- (x) The endorsements, dedications, and certificates set forth in § 4.6.4(r).

#### § 9.5.7 Future Approvals for Small Scale Planned Unit 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~~Preliminary Plat (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~~Preliminary Plat, 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 Permit~~Preliminary Plats, 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, ~~suecessors~~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 ~~P~~lanned Unit 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~~Preliminary Plat 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~~Preliminary Plat 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~~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 Unit 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 Unit Developments shall be subject to the applicable provisions of the

*Baldwin County Zoning Ordinance.*

Draft for Public Hearing



**Article 10. Conflict ~~w~~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.

Draft for Public Hearing

## **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 economic~~al~~ 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
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  - Slopes
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Draft for Public Hearing

### **Appendix 3. Baldwin County Highway Department Bridge Design & Guidelines**

#### **Baldwin County Highway Department Bridge Design & Guidelines**

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Draft for Public Hearing

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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## 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 verses 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)
<b>Principal Arterial Street</b>	<b>5-10</b>	<b>Principal Arterial Roads</b>	<b>2-4</b>
<b>Principal Arterial plus</b>	<b>15-25</b>	<b>Principal Arterial plus</b>	<b>7-10</b>
<b>Minor Arterial Streets</b>		<b>Minor Arterial Roads</b>	
<b>Collector Streets</b>	<b>5-10</b>	<b>Collector Roads</b>	<b>20-25</b>
<b>Local Streets</b>	<b>65-85</b>	<b>Local Roads</b>	<b>65-75</b>

(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)
<b>Major Local Streets</b>	<b>8-15</b>	<b>Major Local Roads</b>	<b>20-25</b>
<b>Minor Local Streets</b>	<b>10-20</b>	<b>Minor Local Roads</b>	<b>20-30</b>
<b>Residential Streets</b>	<b>35-50</b>	<b>Residential Roads</b>	<b>10-20</b>
<b>Single Purpose Streets</b>	<b>2-5</b>	<b>Single Purpose Roads</b>	<b>5-10</b>
<b>Access Lanes</b>	<b>1-2</b>	<b>Access Lanes</b>	<b>1-2</b>

(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,  $\frac{3}{4}$  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,  $\frac{1}{2}$  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,  $\frac{3}{4}$  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

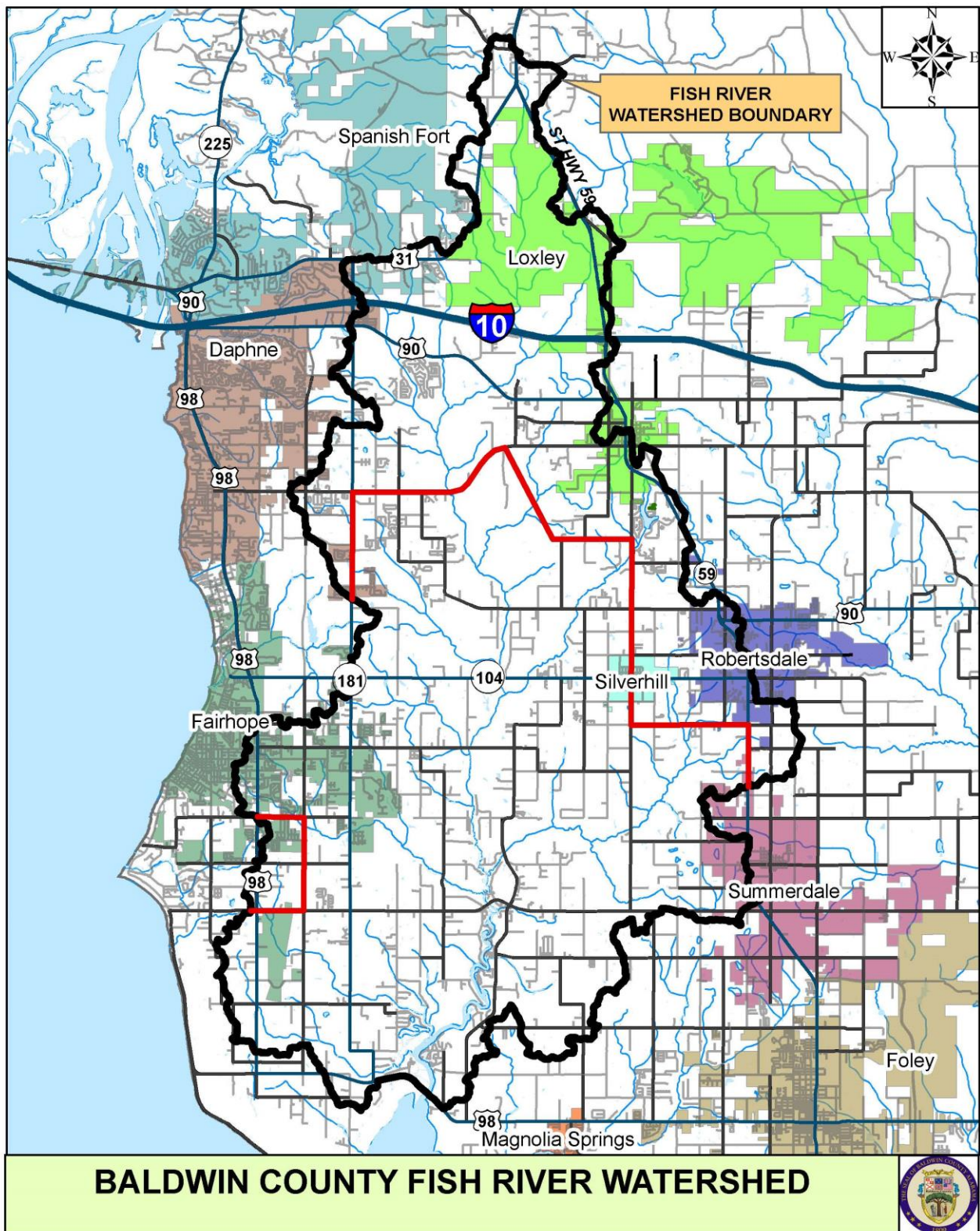
Design waivers shall be permitted in accordance with the following procedure. The engineer shall submit a written proposal which will detail the design change and outline the specific reasons and consequences of the change to the County Engineer. The County Engineer will submit the waiver with his recommendation 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.

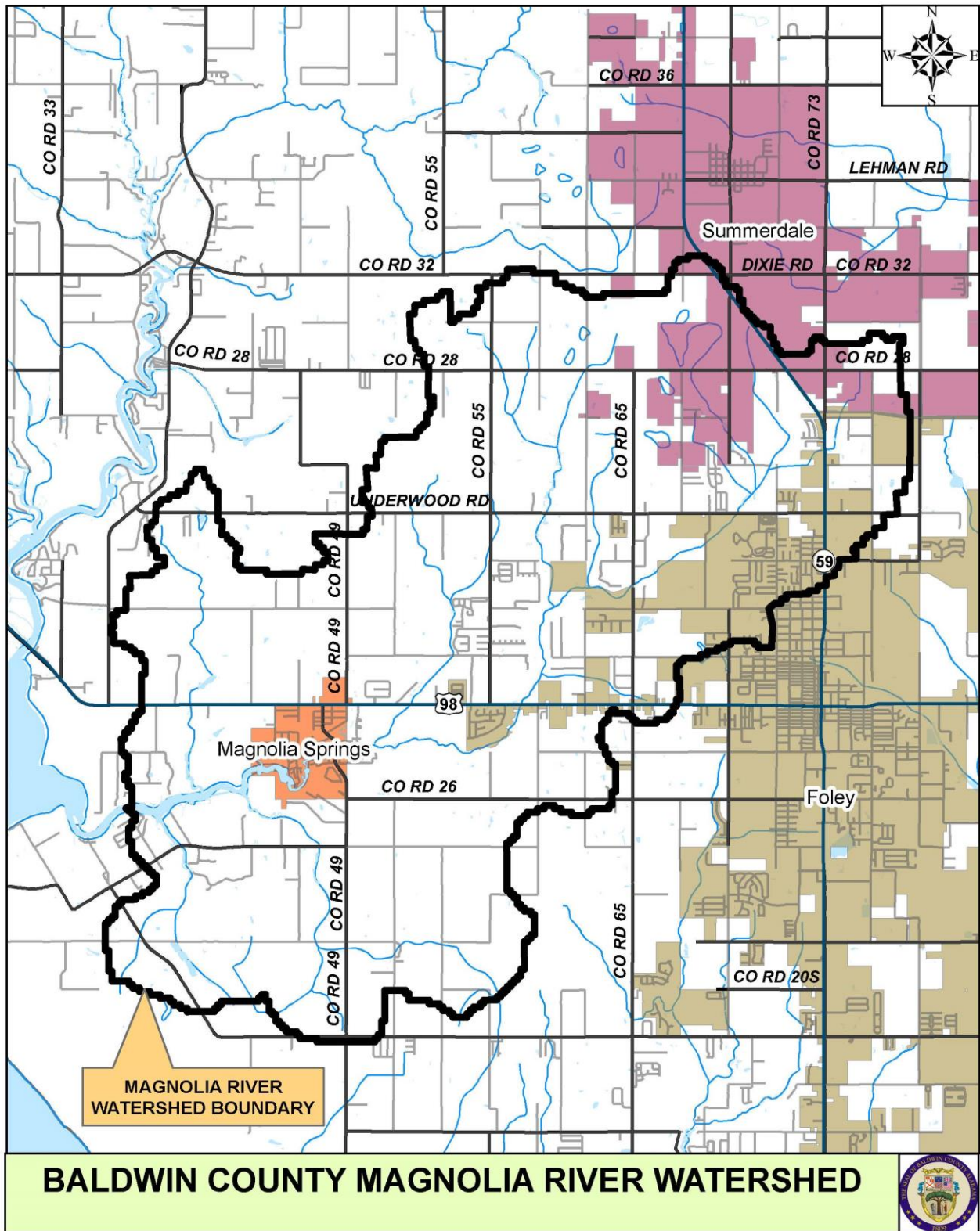
### References

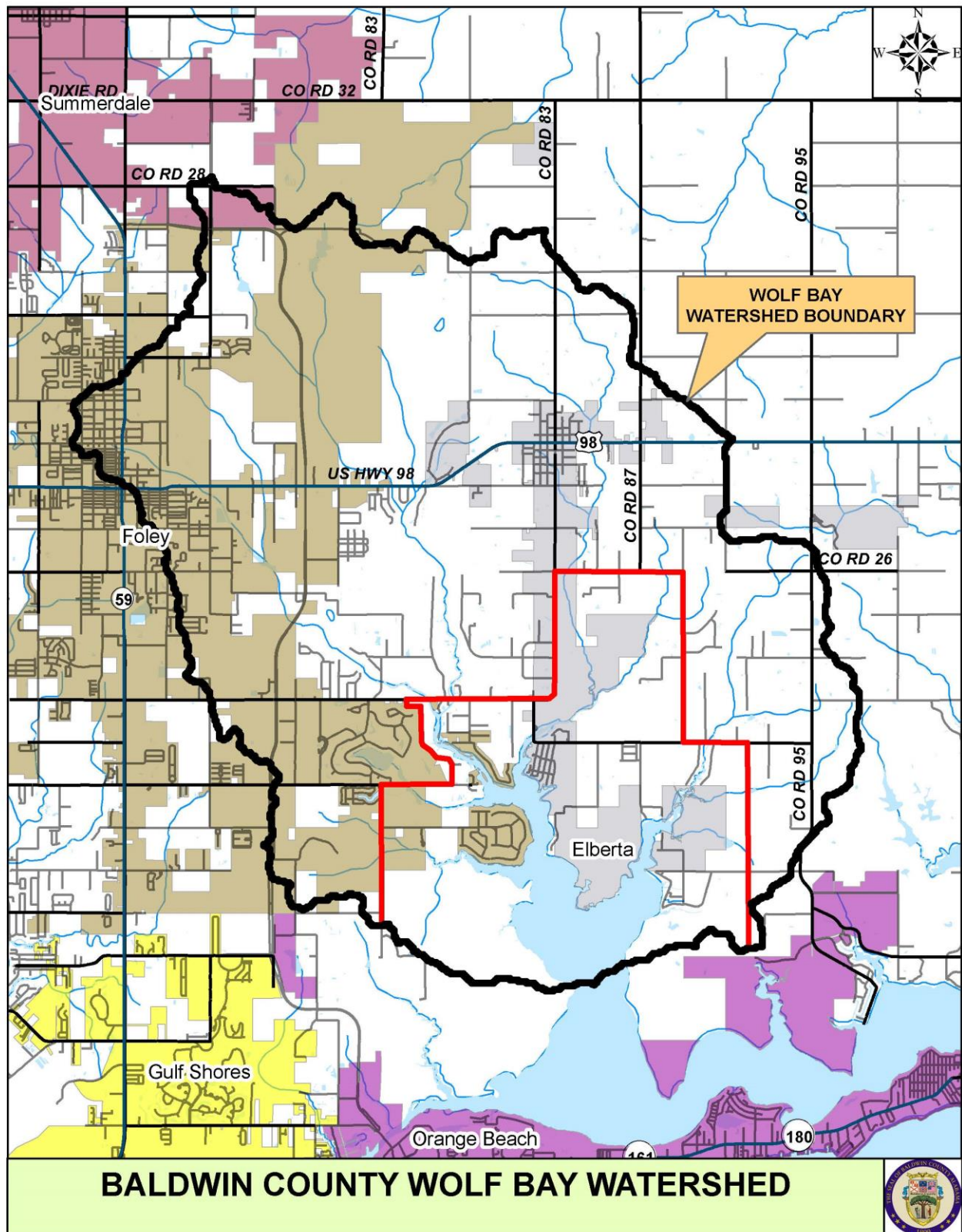
1. AASHTO, *A Policy on Geometric Design of Highways and Streets*, "The Green Book". Washington, D. C.: AASHTO, Current Edition.
2. U. S. Department of Transportation, Federal Highway Administration. *National Association of County Engineers Action Guide Series, Volume II-2*, Rural Transportation Planning. 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 for Public Hearing