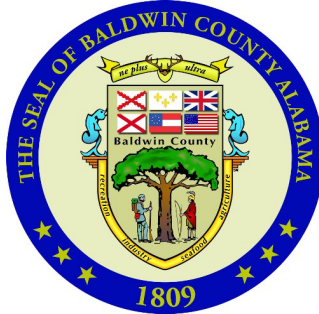


Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

**Wednesday, November 14, 2018
10:00 AM**

Baldwin County Administration Building
County Commission Conference Room
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

Ronald J. Cink, County Administrator

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

WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

Welcome by Charles F. Gruber, Chairman
Invocation
Pledge of Allegiance

A ELECTED OFFICIALS

- A1** Baldwin County Sheriff's Office Equitable Sharing Agreement, Certification Report for the Department of Justice and the Department of Treasury for Fiscal Year 2017-2018 [19-0204](#)

B BUDGET/PURCHASING

- B1** Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission [19-0187](#)
- B2** Competitive Bid #WG18-39A - Annual Rental of Portable Toilets for the Baldwin County Commission [19-0197](#)
- B3** Competitive Bid #WG18-42 - Provision of Fire Protection Services (Extinguishers) for the Baldwin County Commission [19-0163](#)
- B4** Competitive Bid #WG18-43 - Provision of Rental of Solar Powered Portable Message Signs for the Baldwin County Commission [19-0160](#)
- B5** Competitive Bid #WG18-44 - On-call Fiber Optic Installation and Repair Services for the Baldwin County Commission [19-0166](#)
- B6** Competitive Bid #WG19-01 - Annual Generator Preventive Maintenance Services for the Baldwin County Commission [19-0195](#)
- B7** Fiscal Year 2019 Budget Amendment - Commission Vehicle and Vehicle Related Changes [19-0202](#)
- B8** Amendment to Memorandum of Agreement with North Baldwin Utilities for Grant Support Services for the Baldwin County Commission [19-0173](#)
- B9** Architectural Services for the Baldwin County Courthouse Courtroom No. 7 Remodel Located in Bay Minette for the Baldwin County Commission [19-0193](#)

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- B10** Rental of One (1) Copy Machine for the Baldwin County Solid Waste Administration Department Located in Summerdale, Alabama [19-0172](#)
- C HIGHWAY**
- C1** Baldwin Beach Express/I-10 Interchange Lighting Project [19-0185](#)
- C2** Crosswalk Striping for the Baldwin County Sheriff's Office and Bay Minette Police Department [19-0207](#)
- D FINANCE AND ACCOUNTING**
- D1** Write-off of Non-Sufficient Funds (NSF) Checks [19-0123](#)
- E ENVIRONMENTAL MANAGEMENT (SOLID WASTE)**
- E1** Baldwin County Solid Waste Uncollectible Residential Accounts [19-0188](#)
- F BUILDING INSPECTION**
- G PLANNING AND ZONING**
- G1** Case No. Z-18041 - Dorgan Property Rezoning [19-0205](#)
- G2** Case No. Z-18044 - DCF, LLC Property Rezoning [19-0206](#)
- G3** Case No. Z-18046 - The Reserve at Daphne Planned Residential Development (PRD) Site Plan [19-0208](#)
- H BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)**
- I COMMUNICATIONS/INFORMATION SYSTEMS (CIS)**
- J ARCHIVES AND HISTORY**
- J1** Professional Services Contract for One (1) Historical Painting on the War of 1812 Battle at Fort Bowyer [19-0196](#)
- J2** AL 200 Baldwin County Bicentennial Steering Committee - Request for Use of the Baldwin County Coliseum for the Making Alabama: A Bicentennial Traveling Exhibit [19-0210](#)
- J3** AL 200 Bicentennial and Archives and History Promotional Items [19-0194](#)
- K BUILDING MAINTENANCE**
- L COUNCIL ON AGING**
- M EMERGENCY MANAGEMENT AGENCY (EMA)**
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- | | | |
|-----------|--|--------------------------------|
| M1 | Fiscal Year 2019 Joint Funding Agreement between the Baldwin County Commission and the U. S. Geological Survey | <u>19-0118</u> |
| N | JUVENILE DETENTION | |
| N1 | Memorandum of Agreement between Baldwin County Commission (Juvenile Detention Center) and the Alabama State Department of Education - Allocation to Provide Educational Services to Students | <u>19-0174</u> |
| O | PERSONNEL | |
| O1 | Appointment of an Interim Personnel Director | <u>19-0201</u> |
| P | ANIMAL CONTROL | |
| Q | ADMINISTRATION | |
| Q1 | Presentation on Paddle the Gulf Initiative | <u>19-0184</u> |
| R | ADDENDA | |
| R1 | Loan Agreement Between the City of Bay Minette and Baldwin County Commission for the Use of a Certain City-owned Trailer | <u>19-0157</u> |
| R2 | Department of Youth Services (DYS) Part 1 and Part 2 Grant/Subsidy Agreement Fiscal Year 2018-2019 | <u>19-0215</u> |
| S | PUBLIC COMMENT | |
| T | PRESS QUESTIONS | |
| U | COMMISSIONER COMMENTS | |
| V | ADJOURNMENT | |



Baldwin County Commission

Agenda Action Form

File #: 19-0204, **Version:** 1

Item #: A1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Connie Dudgeon, Director of Finance, BCSO

ITEM TITLE

Baldwin County Sheriff's Office Equitable Sharing Agreement, Certification Report for the Department of Justice and the Department of Treasury for Fiscal Year 2017-2018

STAFF RECOMMENDATION

1. Approve the Baldwin County Sheriff's Office to submit the Equitable Sharing Agreement and Certification Report for Fiscal Year 2017-2018, to the U.S. Department of Justice, detailing the funds received and spent by the Baldwin County Sheriff's Office from federal forfeited cash and property from cases that the Baldwin County Sheriff's Office has participated in during Fiscal Year 2017-2018; and
2. Authorize Connie Dudgeon, Director of Finance for the Baldwin County Sheriff's Office, to upload the Agreement to the Department of Justice thru their eShare portal.

BACKGROUND INFORMATION

Previous Commission action/date: 11/21/2017

Background: The Baldwin County Sheriff's Office participates in the Federal Equitable Sharing Program with the Department of Justice and the Department of Treasury. The Baldwin County Sheriff's Office receives forfeited cash and property from federal cases that the Baldwin County Sheriff's Office participates in. An annual report is required to be submitted within sixty (60) days of the fiscal year end to the Department of Justice and Department of Treasury showing the amount of funds the Baldwin County Sheriff's Office received during the fiscal year and how those funds were used. The Office of Examiners of Public Accounts audits the fund account each year.

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: Administrative Staff and BCSO Finance Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administrative Staff: Send executed Agreement to Connie Dudgeon at BCSO

BCSO - Mrs. Dudgeon will upload the Agreement to the Department of Justice and will provide the Baldwin County Commission verification for their records that the Agreement was uploaded and accepted by the Department of Justice.

Additional instructions/notes: N/A



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL0050000
Agency Name: Baldwin County Sheriff's Office
Mailing Address: 310 Hand Avenue
Bay Minette, AL 36507

Type: Sheriff's Office

Finance Contact

Name: Dudgeon, Connie
Phone: 2515802508

Email: cdudgeon@baldwincountyal.gov

ESAC Preparer

Name: Dudgeon, Connie
Phone: 2515802508

Email: cdudgeon@baldwincountyal.gov

FY End Date: 09/30/2018

Agency FY 2019 Budget: \$28,319,469.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$201,589.31	\$200,875.86
2	Equitable Sharing Funds Received	\$759,969.04	\$24,557.08
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$1,925.00	\$13,753.08
5	Interest Income	\$136.67	\$936.59
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$963,620.02	\$240,122.61
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$629,278.21	\$210,924.83
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$334,341.81	\$29,197.78

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$168,021.25
d	Law enforcement equipment	\$120,555.40	\$29,150.50
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$508,722.81	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$13,753.08
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$629,278.21	\$210,924.83

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds
City Of Daphne Police Department - AL0050800	\$169,574.27	
Gulf Shores Police Department - AL0050400	\$169,574.27	
Loxley Police Department - AL0050600	\$169,574.27	

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds
Reim for OT from Security Service TF deposited into wrong bar account		\$4,498.89
Reim for training&equip from Security Service deposited into wrong bank account		\$9,254.19

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the **Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Mack, Huey Hoss
Title: Sheriff
Email: hmack@baldwincountyal.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Charles F. Gruber
Title: Chairman, Baldwin County Commi
Email: cgruber@baldwincountyal.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☒ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Baldwin County Commission

Agenda Action Form

File #: 19-0187, **Version:** 1

Item #: B1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Approve attached Change Order #2 in the amount of **\$746.92 with Highland Wake Construction, LLC**, for the Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama, and authorize the Chairman to execute the Change Order.

BACKGROUND INFORMATION

Previous Commission action/date:

11/06/2018 meeting: Approved Change Order #1 in the amount of \$5,544.00 with Highland Wake Construction, LLC, for the Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama, and authorized the Chairman to execute the Change Order.

08/21/2018 meeting: Awarded Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama to the lowest bidder, Highland Wake Construction, LLC, in the bid amount of \$110,697.23; Completion Time: 105 Calendar Days; and authorize the Chairman to execute the Contract.

07/03/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the renovations of the restrooms located in the Foley Satellite Courthouse; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: The Building Facilities Coordinator, Junius Long is submitting for Commission approval, Change Order #2 in the amount of \$746.92 to install a water isolation valve in the women's restrooms in Adult Probation area and to disconnect one of the two water heaters and install a point of use water heater in the Commission office restroom. The original construction cost is \$110,697.23

including Change Order #1 and #2 the new cost will be \$116,988.15.

FINANCIAL IMPACT

Total cost of recommendation: \$746.92

Budget line item(s) to be used: 51995.5231

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: 11/20/2018

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

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

Letter to Vendor and Sign Change Order

Additional instructions/notes: N/A

CHANGE ORDER

Order No. 2

Date: October 31, 2018

Agreement Date: September 12, 2018

NAME OF PROJECT: Competitive Bid #WG18-35 – Renovations of Restrooms at the
Baldwin County Satellite Courthouse located in Foley, AL

OWNER: Baldwin County Commission

CONTRACTOR: Highland Wake Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

ADD: Adult Probation – Women's Restroom – Install 2 isolation water valves, 1 for each toilet.
Commission Office – Water Heater – Install point of use water heater

TOTAL **\$ 746.92**

The Original (CONTRACT PRICE)	\$110,697.23
Net change by previously authorized Change Orders	\$ 5,544.00
The (Contract Price) prior to this Change Order was	\$116,241.23
The new (Contract Price) will be (increased) by this Change Order	\$ 746.92
The new (CONTRACT PRICE) including this CHANGE ORDER will be	\$116,988.15

CONTRACTOR: *Kelly Ainsworth*

RECOMMENDED: *Mike D. Long*

OWNER: _____



Baldwin County Commission

Agenda Action Form

File #: 19-0197, **Version:** 1

Item #: B2

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Wanda Gautney, Purchasing Director; Madison Steele, Horticulturist

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-39A - Annual Rental of Portable Toilets for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Annual Rental of Portable Toilets to **A & M Portables, Inc.**, as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

10/16/2018 meeting: 1) Approved the Purchasing Director to re-bid for the Annual Rental of Portable Toilets; and 2) Authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

09/04/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Public Toilets; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on November 5, 2018, at 2:30 P.M. One (1) bid was received. Recommend the Commission award the bid to A & M Portables, Inc., per the attached Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$53,000.00 per year

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: 11/20/2018

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 Bidder

Additional instructions/notes: N/A

COMPETITIVE BID #WG18-39A - Award Listing

Annual Rental of Portable Toilets

Effective Date: November 20, 2018 through November 20, 2019

BIDDER: A & M Portables, Inc.	
Price Per Unit/Week (Including Servicing and Cleaning)	\$18.75
Handicap/Price per Unit/Week (Including Servicing and Cleaning)	\$28.75
Per Per Unit for Additional Cleaning/Per Week (If required) Monday thru Friday only	\$18.00
<p>Exceptions: The price per unit/week (including servicing & cleaning) for regular toilet unit and handicap toilet units are for long term units and stay onsite regularly. The price per unit for additional cleaning/per week only covers additional services Monday thru Friday only. If additional cleaning on a Saturday or Sunday it will be \$25.00 per unit per service for either regular or handicap toilets. Hand Sanitizer added to any unit (regular or handicap) will be \$25.00 per unit. If Hand Sanitizer is added to any unit that will be on a regular service/cleaning schedule the \$25.00 will be charged every 28 days.</p> <p>*Units needed for weekends and events that require delivery and pickup only will be \$85.00 per regular unit and \$115.00 per handicap unit.</p>	



Baldwin County Commission

Agenda Action Form

File #: 19-0163, **Version:** 1

Item #: B3

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-42 - Provision of Fire Protection Services (Extinguishers) for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Southern Fire & Safety, Inc.**, for the Provision of Fire Protection Services (Extinguishers) as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

10/02/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Fire Protection Services (Extinguishers); 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on October 24, 2018, at 11:00 A.M. Three (3) bids were received. Recommend the Commission award the bid to the lowest bidder, who met all the specifications, Southern Fire & Safety, Inc., as per the attached Award Listing. Bid Tabulation attached:

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$20,000.00

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/20/2018

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 #WG18-42 Award Listing**Fire Extinguisher Service**

Effective Date: 11/20/2018 through 11/20/2020

Inspection Site	Southern Fire & Safety Inc.
Cost Per Visit	
Baldwin County Courthouse	\$45.00
Baldwin County Administration Bldg	\$45.00
Baldwin County Annex Building	\$45.00
Baldwin County Annex II Building	\$45.00
Baldwin County Annex III Building	\$45.00
Baldwin County Annex IV Building	\$45.00
Baldwin County Annex V Building	\$45.00
Baldwin County Board of Education (2 bldgs)	\$45.00
Baldwin County Sheriff Office Bldg	\$45.00
Baldwin County Correctional Center - Monthly	\$150.00
Baldwin County Sheriff's Maintenance Shop	\$45.00
Baldwin County Sheriff's Garage	\$45.00
Baldwin County Annex VI Building	\$45.00
Probate Office Building	\$45.00
Baldwin County Archives Building	\$45.00
Symbol Health Clinic Building	\$45.00
Byrne Street Building	\$45.00
Council on Aging North	\$45.00
Building Maintenance Bldg.	\$45.00
Bay Minette Hwy Dept.	\$45.00
Juvenile Detention Center	\$45.00
Baldwin Co. Transfer Station	\$45.00
Mill Creek (Sheriff's) Training Facility	\$45.00
Baldwin County Level II Shelter	\$45.00
Baldwin County District Attorney's Office	\$45.00
BRATS Annex Bldg.	\$45.00
Baldwin County Legislative Delegation Bldg.	\$45.00
Baldwin County Sheriff's Support Services	\$45.00
Baldwin County Community Corrections	\$45.00
Bicentennial Park (All Buildings)	\$45.00
Baldwin County Megasite Pavillion	\$45.00
Voting Machine Building (behind BM Hwy)	\$45.00
Ellisville Community Center (Loxley)	\$45.00
McBride C & D Landfill	\$45.00
BRATS - Robertsedale	\$45.00
Robertsedale Sheriff's Office	\$45.00
Emergency Mgmt (Rdale - 2 Bldgs)	\$45.00
Robertsedale Central Annex	\$45.00
Robertsedale Central Annex II	\$45.00
Coroner's Office	\$45.00
Robertsedale Sheriff Storage Facility	\$45.00
Robertsedale Sheriff's Garage	\$45.00
Robertsedale Ft. Jones,	\$45.00
Health Department (Gilbert Drive)	\$45.00
Robertsedale Coliseum & Fairgrounds	\$45.00
Sheriff metal Storage Building	\$45.00
Symbol Health Clinic Building	\$45.00
Eastfork Inert Landfill	\$45.00
Fairhope Courthouse	\$45.00
Court Referral Office - 20555 Bishop Road	\$45.00
Fairhope BRATS HUB 20531 Bishop Rd	\$45.00
Fairhope BRATS Hub 918 Fairhope Ave.	\$45.00
Silverhill Hwy Dept. (All Bldgs)	\$45.00
Silverhill Hwy Construction Bldg	\$45.00
Magnolia Landfill (All Buildings)	\$45.00
Animal Shelter	\$45.00
Foley Courthouse	\$45.00
Foley Maintenance Shop North Juniper St.	\$45.00

Competitive Bid #WG18-42 Award Listing**Fire Extinguisher Service**

Effective Date: 11/20/2018 through 11/20/2020

Inspection Site	Southern Fire & Safety Inc.
Cost Per Visit	
Foley Building Maintenance Building 201 Section S	\$45.00
Foley Highway (New Site)	\$45.00
TOTAL	\$2,805.00
Portable Fire Extinguishers Wheeled Units	
Inspection Cost Per Year	
2.5 lb ABC	\$3.50
2.5 lb ABC 6-Yr	\$12.00
5 lb ABC	\$3.50
5 lb ABC 6-yr	\$24.00
10 lb ABC	\$3.50
10 lb ABC - 6yr	\$34.00
20 lb ABC	\$3.50
20lb 6 yr	\$42.00
K Type	\$3.50
Cost P/Charge Extinguisher Units:	
2.5 lb ABC	\$12.00
2.5 lb ABC 6-Yr	\$12.00
5 lb ABC	\$24.00
5 lb ABC 6-yr	\$24.00
10 lb ABC	\$34.00
10 lb ABC - 6yr	\$34.00
20 lb ABC	\$42.00
20lb 6 yr	\$42.00
K Type	\$69.00
2.5 lb. BC	\$14.00
5 lb BC	\$14.00
5 lb Co2	\$12.00
10 lb BC	\$35.00
20 lb BC	\$52.00
10 lb Co2	\$14.00
15 lb Co2	\$15.00
20 lb Co2	\$16.00
50 lb Co2	\$28.00
50lb ABC	\$135.00
150 lb ABC	\$350.00
2.5 gallon K	\$150.00
6 liter K Class	\$69.00
50lb Wheel Unit	\$160.00
150 lb Wheel Unit	\$370.00
11 lb Halotron	\$345.00
Cost of Purchasing New Units:	
2.5 lb ABC w/ Vehicle Bracket	\$28.50
5 lb ABC w/Wall Hanger	\$39.00
10 lb ABC w/Wall Hanger	\$63.00
20 lb ABC w/Wall Hanger	\$115.00
50 lb ABC Wheel Unit	\$1,100.00
125 lb ABC Wheel Unit	\$1,600.00
150 lb BC Wheel Unit	\$2,400.00
5 lb Co2 w/Wall Hanger	\$132.00
10 lb Co2 w/Wall Hanger	\$172.00
15 lb Co2 w/Wall Hanger	\$215.00
20 lb Co2 w/Wall Hanger	\$268.00

Competitive Bid #WG18-42 Award Listing**Fire Extinguisher Service**

Effective Date: 11/20/2018 through 11/20/2020

Inspection Site	Southern Fire & Safety Inc.
Cost Per Visit	
50 lb Co2 Wheel Unit	\$1,425.00
100 lb Co @ Wheel Unit	\$2,330.00
2.5 lb Halotron w/Vehicle Bracket	\$98.50
5 lb Halotron w/ Wall Hanger	\$158.00
11 lb Halotron w/Wall Hanger	\$320.00
15.5 Halotran w/Wall Hanger	\$405.00
6 liter K-Class w/Wall Hanger	\$159.00
2.5 gal K-Class w/Wall Hanger	\$182.00
2.5 Gallon Water	\$108.00
4.75 Clean Guard	\$210.00
9lb Clean Guard	\$408.00
13lb Clean Guard	\$679.00

NOTES:**Southern Fire & Safety:**

States it would be \$3.50 charge per extinguisher or the amount listed o
Corrections center has approximately 120 fire extinguisher so the mont

Danny Varden

Sales Manager

251-679-0864

Competitive Bid #WG18-42 Bid Tabulation
Fire Extinguisher Service

Inspection Site	Blackwater Technologies	Southern Fire & Safety Inc.	R. Carter & Associates
Cost Per Visit			
Baldwin County Courthouse	\$200.00	\$45.00	\$50.00
Baldwin County Administration Bldg	\$200.00	\$45.00	\$50.00
Baldwin County Annex Building	\$200.00	\$45.00	\$50.00
Baldwin County Annex II Building	\$200.00	\$45.00	\$50.00
Baldwin County Annex III Building	\$200.00	\$45.00	\$50.00
Baldwin County Annex IV Building	\$200.00	\$45.00	\$50.00
Baldwin County Annex V Building	\$200.00	\$45.00	\$70.00
Baldwin County Board of Education (2 bldgs)	\$200.00	\$45.00	\$100.00
Baldwin County Sheriff Office Bldg	\$200.00	\$45.00	\$50.00
Baldwin County Correctional Center - Monthly	\$200.00	\$150.00	\$1,300.00
Baldwin County Sheriff's Maintenance Shop	\$200.00	\$45.00	\$50.00
Baldwin County Sheriff's Garage	\$200.00	\$45.00	\$50.00
Baldwin County Annex VI Building	\$200.00	\$45.00	\$50.00
Probate Office Building	\$200.00	\$45.00	\$50.00
Baldwin County Archives Building	\$200.00	\$45.00	\$50.00
Symbol Health Clinic Building	\$200.00	\$45.00	\$50.00
Byrne Street Building	\$200.00	\$45.00	\$50.00
Council on Aging North	\$200.00	\$45.00	\$50.00
Building Maintenance Bldg.	\$200.00	\$45.00	\$50.00
Bay Minette Hwy Dept.	\$200.00	\$45.00	\$50.00
Juvenile Detention Center	\$200.00	\$45.00	\$50.00
Baldwin Co. Transfer Station	\$200.00	\$45.00	\$50.00
Mill Creek (Sheriff's) Training Facility	\$200.00	\$45.00	\$50.00
Baldwin County Level II Shelter	\$200.00	\$45.00	\$50.00
Baldwin County District Attorney's Office	\$200.00	\$45.00	\$50.00
BRATS Annex Bldg.	\$200.00	\$45.00	\$50.00
Baldwin County Legislative Delegation Bldg.	\$200.00	\$45.00	\$125.00
Baldwin County Sheriff's Support Services	\$200.00	\$45.00	\$50.00
Baldwin County Community Corrections	\$200.00	\$45.00	\$50.00
Bicentennial Park (All Buildings)	\$200.00	\$45.00	\$100.00
Baldwin County Megasite Pavillion	\$200.00	\$45.00	\$50.00
Voting Machine Building (behind BM Hwy)	\$200.00	\$45.00	\$50.00
Ellisville Community Center (Loxley)	\$200.00	\$45.00	\$50.00
McBride C & D Landfill	\$200.00	\$45.00	\$50.00
BRATS - Robertsdale	\$200.00	\$45.00	\$50.00
Robertsdale Sheriff's Office	\$200.00	\$45.00	\$50.00
Emergency Mgmt (Rdale - 2 Bldgs)	\$200.00	\$45.00	\$100.00
Robertsdale Central Annex	\$200.00	\$45.00	\$50.00
Robertsdale Central Annex II	\$200.00	\$45.00	\$125.00
Coroner's Office	\$200.00	\$45.00	\$50.00
Robertsdale Sheriff Storage Facility	\$200.00	\$45.00	\$50.00
Robertsdale Sheriff's Garage	\$200.00	\$45.00	\$50.00
Robertsdale Ft. Jones,	\$200.00	\$45.00	\$50.00
Health Department (Gilbert Drive)	\$200.00	\$45.00	\$50.00
Robertsdale Coliseum & Fairgrounds	\$200.00	\$45.00	\$50.00
Sheriff metal Storage Building	\$200.00	\$45.00	\$50.00
Symbol Health Clinic Building	\$200.00	\$45.00	\$50.00
Eastfork Inert Landfill	\$200.00	\$45.00	\$50.00
Fairhope Courthouse	\$200.00	\$45.00	\$50.00
Court Referral Office - 20555 Bishop Road	\$200.00	\$45.00	\$50.00
Fairhope BRATS HUB 20531 Bishop Rd	\$200.00	\$45.00	\$50.00
Fairhope BRATS Hub 918 Fairhope Ave.	\$200.00	\$45.00	\$50.00
Silverhill Hwy Dept. (All Bldgs)	\$200.00	\$45.00	\$100.00
Silverhill Hwy Construction Bldg	\$200.00	\$45.00	\$50.00
Magnolia Landfill (All Buildings)	\$200.00	\$45.00	\$100.00
Animal Shelter	\$200.00	\$45.00	\$50.00
Foley Courthouse	\$200.00	\$45.00	\$50.00
Foley Maintenance Shop North Juniper St.	\$200.00	\$45.00	\$50.00

Competitive Bid #WG18-42 Bid Tabulation
Fire Extinguisher Service

Inspection Site	Blackwater Technologies	Southern Fire & Safety Inc.	R. Carter & Associates
Cost Per Visit			
Foley Building Maintenance Building 201 Section S	\$200.00	\$45.00	\$50.00
Foley Highway (New Site)	\$200.00	\$45.00	\$50.00
TOTAL	\$12,000.00	\$2,805.00	\$4,670.00
Protable Fire Extinguishers Wheeled Units			
Inspection Cost Per Year			
2.5 lb ABC	\$4.00	\$3.50	\$5.00
2.5 lb ABC 6-Yr	\$4.00	\$12.00	\$19.75
5 lb ABC	\$4.00	\$3.50	\$5.00
5 lb ABC 6-yr	\$4.00	\$24.00	\$24.75
10 lb ABC	\$4.00	\$3.50	\$5.00
10 lb ABC - 6yr	\$4.00	\$34.00	\$34.75
20 lb ABC	\$4.00	\$3.50	\$5.00
20lb 6 yr	\$4.00	\$42.00	\$55.75
K Type	\$4.00	\$3.50	\$5.00
Cost P/Charge Extinguisher Units:			
2.5 lb ABC	\$13.95	\$12.00	\$19.75
2.5 lb ABC 6-Yr	\$21.95	\$12.00	\$19.75
5 lb ABC	\$22.95	\$24.00	\$24.75
5 lb ABC 6-yr	\$28.95	\$24.00	\$24.75
10 lb ABC	\$28.95	\$34.00	\$34.75
10 lb ABC - 6yr	\$38.95	\$34.00	\$34.75
20 lb ABC	\$37.95	\$42.00	\$55.75
20lb 6 yr	\$48.95	\$42.00	\$55.75
K Type	\$95.00	\$69.00	\$92.00
2.5 lb. BC	\$13.95	\$14.00	\$19.75
5 lb BC	\$22.95	\$14.00	\$24.75
5 lb Co2	\$35.00	\$12.00	\$14.00
10 lb BC	\$28.95	\$35.00	\$34.75
20 lb BC	\$37.95	\$52.00	\$55.75
10 lb Co2	\$40.00	\$14.00	\$16.00
15 lb Co2	\$45.00	\$15.00	\$18.00
20 lb Co2	\$50.00	\$16.00	\$21.00
50 lb Co2	\$100.00	\$28.00	\$32.00
50lb ABC	\$80.00	\$135.00	\$185.00
150 lb ABC	\$200.00	\$350.00	\$300.00
2.5 gallon K	\$95.00	\$150.00	\$180.00
6 liter K Class	\$95.00	\$69.00	\$92.00
50lb Wheel Unit	\$150.00	\$160.00	\$185.00
150 lb Wheel Unit	\$200.00	\$370.00	\$300.00
11 lb Halotron	\$385.00	\$345.00	cost +20%
Cost of Purchasing New Units:			
2.5 lb ABC w/ Vehicle Bracket	\$26.95	\$28.50	\$31.50
5 lb ABC w/Wall Hanger	\$32.00	\$39.00	\$40.00
10 lb ABC w/Wall Hanger	\$65.00	\$63.00	\$65.00
20 lb ABC w/Wall Hanger	\$118.00	\$115.00	\$118.00
50 lb ABC Wheel Unit	\$1,175.00	\$1,100.00	\$1,200.00
125 lb ABC Wheel Unit	\$2,165.00	\$1,600.00	\$1,605.00
150 lb BC Wheel Unit	\$2,500.00	\$2,400.00	\$1,500.00
5 lb Co2 w/Wall Hanger	\$140.00	\$132.00	\$136.00
10 lb Co2 w/Wall Hanger	\$185.00	\$172.00	\$193.50
15 lb Co2 w/Wall Hanger	\$225.00	\$215.00	\$234.00
20 lb Co2 w/Wall Hanger	\$265.00	\$268.00	\$281.00
50 lb Co2 Wheel Unit	\$2,100.00	\$1,425.00	\$1,600.00

6 liter

+ Freight

+ Freight

+ Freight

+ Freight

Competitive Bid #WG18-42 Bid Tabulation
Fire Extinguisher Service

Inspection Site	Blackwater Technologies	Southern Fire & Safety Inc.	R. Carter & Associates	
Cost Per Visit				
100 lb Co @ Wheel Unit	\$3,500.00	\$2,330.00	\$3,053.00	+ Freight
2.5 lb Halotron w/Vehicle Bracket	\$128.00	\$98.50	\$105.00	
5 lb Halotron w/ Wall Hanger	\$165.00	\$158.00	\$202.00	
11 lb Halotron w/Wall Hanger	\$355.00	\$320.00	\$300.00	
15.5 Halotran w/Wall Hanger	\$450.00	\$405.00	\$485.10	
6 liter K-Class w/Wall Hanger	\$200.00	\$159.00	\$170.00	
2.5 gal K-Class w/Wall Hanger	\$225.00	\$182.00	\$207.50	+ Freight
2.5 Gallon Water	\$120.00	\$108.00	\$112.00	
4.75 Clean Guard	\$165.00	\$210.00	cost +20%	
9lb Clean Guard	\$355.00	\$408.00	cost +20%	
13lb Clean Guard	\$450.00	\$679.00	cost +20%	

NOTES:

Southern Fire & Safety:

States it would be \$3.50 charge per extinguisher or the amount listed on bid as a minimum whichever is greater. For example the Corrections center has approximately 120 fire extinguisher so the monthly cost would be 120 x 3.25 = \$390.00 per month.

R. Carter & Associates

1. Bid does not include the inspection of the Clean Agen FM200 systems located at the Bay Minette Annex IV or Emergency Management Building at Robertsdale and the Archives Warehouse in Bay Minette
2. Loaner extinguishers will be provided should any extinguishers be removed for service.
3. Bid includes vehicles that are on site at the time of inspection.
4. Wall hangers are for sheet rock walls. Concrete walls will be extra.

Bid Specifications state The Price shall include all applicabe charges, to include but not limited to installation, etc.

Scope of Work section states The successful bidder will provide all labor and materials to perform inspection of all fire extinguishers located with County Buildings.

5. To replace lost or damaged wall hooks; 2.5#: \$3.00; 5# \$4.00; 10#: \$5.00; 20#: \$7.00

Bid Specifications state The Price shall include all applicabe charges, to include but not limited to installation, etc.

6. Emergency/exit lights can be inspected, as well. Inpections are \$7.00/ea.; price includes 30-second push button test. Batteries to be quoted separately.

Cost +20% is not listed on bid and Freight Charges should be included in the amount bid.



Baldwin County Commission

Agenda Action Form

File #: 19-0160, **Version:** 1

Item #: B4

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-43 - Provision of Rental of Solar Powered Portable Message Signs for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the Purchasing Director to re-bid for the Provision of Rental of Solar Powered Portable Message Signs and authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date:

10/02/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision for rental of solar powered portable message signs; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Solar Powered Message Signs.

Background:

Bids were set to open in the Purchasing Conference Room on October 24, 2018, at 2:30 P.M. No bids were received. Recommend the Commission authorize the Purchasing Director to re-bid for the Provision of Solar Powered Message Signs.

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: 11/20/2018

Individual(s) responsible for follow up: Purchasing Director

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

Additional instructions/notes: N/A

BID WG18-43 SPECIFICATIONS

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

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

Delivery of Equipment shall be made within 24 hours after receipt of Purchase Order.

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

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2019 and 2020), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2018 contract with its intent to extend the contract. The prices for 2018 shall also apply to the extension period(s).

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.

Equipment offered can be new or used, but it must be in good operating condition approved by Baldwin County. Equipment shall meet all state and federal safety regulations.

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

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

DELIVERY

Delivery shall be as soon as possible but not more than twenty-four (24) hours after receipt of order.

Specifications for the Solar Powered Portable Dynamic Message Signs **Solar Tech Silent Messenger or Equal**

1. General

1.1 Product Description

The **Message Sign** is a solar powered portable dynamic message sign. The **Message Sign** consists of a sign display panel, a supporting structure for the sign display panel, a photovoltaic array, a battery

power supply, an energy management system control unit and an electronic control console, all mounted on a heavy-duty trailer frame.

1.2 Design Objectives

- 1.2.1 Maximize reliability by using generally accepted design techniques for outdoor-use electrical and electronic equipment.
- 1.2.2 Minimize operating cost by using a renewable energy source, requiring minimal maintenance.
- 1.2.3 Maximize safety and effectiveness by using a non-glare, high contrast display panel with long-life expectancy, high-reliability display technology.
- 1.2.4 Meet or exceed the standards for Portable Changeable Message Signs as listed in the U.S. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

1.3 Performance Objectives

- 1.3.1 Visibility up to 1 mile.
- 1.3.2 Legibility up to 1/2 mile.
- 1.3.3 Minimal glare from sunlight and headlights.
- 1.3.4 Continuous, uninterrupted operation on solar power.
- 1.3.5 One month minimum, three-month typical maintenance interval.

1.4 Quality Assurance Objectives

- 1.4.1 All manufacturing shall be carried out in a facility with a completely implemented and properly maintained ISO 9001:2008 certified quality management system.
- 1.4.2 All units shall bear the CE Mark indicating acceptable EMC (Electromagnetic Compatibility) to ensure that the units are neither susceptible to nor produce any electromagnetic interference.
- 1.4.3 Manufacturer shall have a factory authorized service center located within 150 miles of point of delivery. Authorized service center shall receive all units from factory in order to inspect for any shipping damage and verify proper operation prior to final delivery. Delivery directly from manufacturer's facility without inspection by an authorized service center shall not be permitted. Additionally, authorized service center shall be capable of performing warranty service and repairs, and shall provide on-site training on the proper use and maintenance of all equipment delivered.

2. Physical

2.1 Dimensions

- 2.1.1 Length Overall - 180 in. (457 cm)
- 2.1.2 Width Overall - 92 in. (234 cm)
- 2.1.3 Height
 - 2.1.3.1 Sign in transport position - 103 in. (262 cm)
 - 2.1.3.2 Sign in operating position - 162 in. (412 cm)
- 2.1.4 Ground Clearance, minimum - 13 in. (33 cm)
- 2.1.5 Weight - 2,960 lbs. (1,343 kg) (maximum)

2.2 Environmental

- 2.2.1 Temperature, operating and storage - -40 to +185 °F (-40 to +85 °C)
- 2.2.2 Relative Humidity - 20% to 98%, non-condensing
- 2.2.3 Wind
 - 2.2.3.1 Transport position, maximum trailering speed - 70 MPH (112 KPH)
 - 2.2.3.2 Operating position, max. height, outriggers in place - 80 MPH (128 KPH) sustained
- 2.2.4 Electrical Interference - Unaffected by RFI (Radio Frequency Interference) and EMI

(Electromagnetic Interference).

3. Trailer Chassis and Sign Support

3.1 Trailer Chassis

3.1.1 Frame Construction

3.1.1.1 Trailer frame shall be constructed of welded 7 Gauge (3/16-inch) CNC formed steel plate and structural steel tubing with 3 x 5 x 3/16-inch structural steel tubing extending from the sign mast mounting frame cross members (2 x 4 x 11-gauge tubing) forward to the coupler/brake actuator. Tongue shall be braced with diagonal 2 x 4 x 11-gauge tubing extending outward from the forward section of the tongue at 45 degrees, rearward to the front main cross member.

3.1.1.2 Trailer shall be equipped with a 7 Gauge (3/16-inch) CNC formed steel plate rear cross member to provide support for sign panel and protect structure against rear end collisions.

3.1.1.3 Trailer frame shall be equipped with tie down points to facilitate securing unit to utility trailer or truck deck for transport.

3.1.2 Suspension and Brake System (Note: brakes are an optional upgrade)

3.1.2.1 Trailer shall be equipped with an independent suspension, torsion-type #10 axle with either (optional) hydraulic surge or electric brakes. Axle load capacity shall be set to 3,400 pounds (Note: brakes are an optional upgrade).

3.1.2.2 Axle wheel spindles shall be equipped with grease fittings to accommodate wheel bearing lubrication.

3.1.2.3 Trailer shall be equipped with an optional bolt-on 7,500-pound capacity hydraulic surge brake actuator for axles equipped with surge brakes or an optional electric brake controller for axles equipped with electric brakes (Note: hydraulic surge or electric brakes are an optional upgrade).

3.1.2.4 Optional hydraulic surge brake actuator or optional electric brake actuator shall be equipped with an emergency break-away cable to automatically set the trailer brakes in the event of a coupler separation from the tow vehicle (Note: hydraulic surge or electric brakes are an optional upgrade).

3.1.3 Coupler

3.1.3.1 Trailer shall be equipped with an adjustable height coupler mount capable of accepting either a 2-inch ball or a 3-inch pintle ring coupler, both with minimum capacity ratings of 5,000 lbs.

3.1.3.2 Trailer shall be equipped with 36" long 1/4-inch safety chains with snap-type hooks for secure attachment to tow vehicle hitch.

3.1.3.3 All trailer hitch components shall comply with SAE J684 standards for Class II (2) trailers.

3.1.4 Surface Preparation and Finishing

3.1.4.1 Trailer chassis and superstructure shall be completely cleaned and deburred prior to finishing. All metal surfaces shall be prepared for finishing using an iron phosphate wash-down process.

3.1.4.2 A polyamide epoxy primer shall be applied to a dry film thickness of 2.5 mils.

3.1.4.3 A high gloss federal safety orange aliphatic acrylic urethane finish shall be applied to a dry film thickness of 2.5 mils.

3.1.5 Lighting

3.1.5.1 Trailer shall be equipped with sealed flush-mounted combination stop, tail and turn lights.

3.1.5.2 Trailer shall be equipped with flush-mounted front and rear side marker lights.

3.1.5.3 Trailer shall be equipped with a rear center identification light bar.

3.1.5.4 Trailer shall be equipped with a lighted license plate holder.

3.1.5.5 Trailer wiring harness shall be completely sealed and water resistant.

3.1.6 Fenders

3.1.6.1 Trailer shall be equipped with unbreakable, molded, solid color, UV-stabilized HDPE (High Density Polyethylene) fenders, completely closed on the inner side to protect trailer frame.

3.1.6.2 Fenders shall be secured to trailer frame with zinc-plated steel thread forming screws and fender washers so as to facilitate easy repair or replacement.

3.1.7 Leveling Jacks

3.1.7.1 Trailer shall be equipped with four swivel type screw jacks, minimum capacity rating of 2,000 pounds, mounted at each corner of the trailer frame.

- 3.1.7.2 The outrigger jacks shall be capable of lifting the trailer frame so trailer wheels and tires can be removed for additional security.
- 3.1.7.3 Trailer shall be constructed such that the outrigger jacks are protected by 7 Gauge (3/16-inch) CNC formed steel plate guards when the jacks are in the travel position to prevent damage to jacks during transport.
- 3.1.8 Tires and Wheels
- 3.1.8.1 Tires shall be ST225/75R15 Load Range C.
- 3.1.8.2 Wheels shall be 15-inch x 6-inch, 5-lug pattern (4 1/2-inch bolt circle), white spoke dress wheel.
- 3.1.8.3 Wheels and tires shall be sized in accordance with load requirements of trailer and axle.

3.2 Sign Support

- 3.2.1 Sign panel shall be attached to a telescoping mast assembly to facilitate raising and rotating the display panel from the transport position to the operating position safely and quickly by an unassisted operator.
- 3.2.2 The mast shall consist of a lower assembly and an upper assembly with a hydraulic cylinder mounted inside to provide for raising and lowering the message display panel.
- 3.2.3 A hydraulic power unit, mounted inside a lockable, weather-resistant, molded HDPE (High Density Polyethylene) enclosure, shall provide sufficient flow to raise the sign panel to the full operating position in less than twenty (20) seconds. The hydraulic power unit shall be equipped with a manual by-pass dump valve to permit lowering of the mast in the event of a hydraulic control valve failure or total loss of electrical power.
- 3.2.4 The lower mast shall be fabricated from 6 x 6 x 3/16-inch structural steel tubing inserted through a 5/16-inch steel plate secured to the trailer frame with eight 5/8-inch diameter steel bolts. The lower mast assembly shall be reinforced with 5/16-inch steel gusset plates located below the trailer deck.
- 3.2.6 The upper mast shall be fabricated from 8-inch structural steel round tubing.
- 3.2.7 The mast assembly shall be equipped with a dual cam locking mechanism located at the bottom of the upper mast. The dual cam locking mechanism shall secure the message display panel in the appropriate viewing position. The locking cam mechanism shall automatically tighten to resist turning in windy conditions. Friction type (disc or band brake) locking mechanisms are not acceptable as slippage can occur in high wind conditions.
- 3.2.8 The message display panel support mechanism shall be capable of being rotated through 360° and locked into position, at any angle.
- 3.2.9 The message display panel rotation locking mechanism shall permit the operator to lock the message display into position, safely, at ground level, prior to elevation to full operating height.
- 3.2.10 The message display panel shall be equipped with a sighting device to facilitate proper alignment during setup.
- 3.2.11 The upper and lower mast assemblies shall be equipped with nylatron wear pads to provide for smooth easy movement and to avoid metal to metal contact. The message display support mast shall be capable of extended operation without lubrication. Nylatron wear pads shall be adjustable to compensate for normal wear.
- 3.2.12 Message display panel support structure shall be of non-welded, modular construction to facilitate quick easy repair in the event of accidental damage.
- 3.2.13 Message display panel shall be secured to a steel superstructure with stainless steel hardware and nylon spacers to minimize the effects of corrosion.
- 3.2.14 All mounting hardware shall be locking-type.
- 3.2.15 Heavy gauge steel cradles equipped with rubber bumpers and HDPE wear pads shall securely support sign panel against vertical and lateral movement during transport. No locking pins or latches will be permitted. Sign panel shall automatically lock into the transport position, without operator intervention, when the sign panel upper mast is fully retracted.

4. Message Display Panel

4.1 Dimensions

4.1.1 Width Overall - 126 in. (320 cm)

4.1.2 Height Overall - 76 in. (193 cm)

4.1.3 Depth Overall - 6 in. (15 cm)

4.2 Construction

4.2.1 Message Display Panel Case

4.2.1.1 The message display panel case shall be constructed of heavy duty aluminum extrusion secured at each corner by a molded, fiberglass-reinforced plastic corner and black powered coated stainless steel torx head screws and nylon insert locknuts.

4.2.1.2 The back of the message display panel case shall be constructed of aluminum sheet bonded and riveted to the case frame.

4.2.1.3 Interior of message display panel case shall be equipped with fabricated extruded aluminum channels to reinforce the display case and to support internal wiring and cables.

4.2.1.4 The display panel case shall be equipped with eight breather filter vents, designed to allow the flow of vapor but not fluid, located at the top and bottom of the case to provide adequate ventilation to minimize condensation and fogging of the display panel door.

4.2.2 Message Display Panel Door

4.2.2.1 The display panel door shall be constructed of heavy duty extruded aluminum secured at the corners with glass fiber reinforced molded plastic inserts and black powered coated stainless steel torx head screws and nuts.

4.2.2.2 The door shall fit within a flange around the perimeter of the message display panel case frame to provide for a secure weatherproof enclosure.

4.2.2.3 A rubber seal shall be located inside of the flange on the case frame to provide a water tight, dust tight closure.

4.2.2.4 The message display panel shall be enclosed over the display area by a 3/16-inch thick clear UV resistant, scratch resistant, acrylic coated polycarbonate material with a non-glare outer surface to reduce reflection of ambient light and oncoming vehicle head lamps.

4.2.2.5 The polycarbonate material shall be secured in the door frame with an extruded rubber u-channel to provide a cushioned, weatherproof seal.

4.2.2.6 The message display panel door shall be secured in the open position for servicing by a pair of zinc-plated steel telescoping lid supports equipped with automatic latches. The door supports shall be located completely inside of the display panel housing, protected from weather.

4.2.2.7 The display panel door shall be secured in the closed position with adjustable, positive locking, stainless steel draw latches.

4.2.2.8 The message display panel door and case shall be equipped with stainless steel locking hasps capable of accepting standard padlocks to secure the door in the closed position.

4.2.3 Surface Preparation and Finishing

4.2.3.1 Message display panel case and door shall be completely cleaned and deburred prior to finishing. All metal surfaces shall be prepared for finishing using an iron phosphate wash-down process.

4.2.3.2 A wash primer shall be applied to all prepared metal surfaces prior to applying final finish.

4.2.3.3 A matte black acrylic urethane finish shall be applied to a dry film thickness of 2.5 mils.

4.3 Display Characteristics

4.3.1 The message display area shall be approximately 120 inches in width by 70 inches in height.

4.3.2 The display area shall consist of a continuous (full) matrix of 48 pixels or dots in width by 27 pixels in height or 56 pixels in width by 30 pixels in height when equipped with the optional high definition display.

4.3.3 The pixels or dots shall consist of three (3) LEDs (Light Emitting Diodes) arranged in a triangular pattern so as to produce the appearance of a round image or dot at normal viewing distances.

- 4.3.4 The display color shall be amber (592 nanometer wavelength).
- 4.3.5 The display shall produce brightness greater than 10,000 candela per square meter at maximum intensity.
- 4.3.6 The display shall produce a minimum viewing angle of 24 degrees standard (60 degrees when equipped with optional MegaFlux LED display), with consistent intensity and color across the entire display panel.
- 4.3.7 The message display shall be capable of displaying one, two, three or four lines of alphanumeric characters or text with a nominal character height ranging from a minimum of 13 inches (33 cm) to a maximum of 52 inches (132 cm).
- 4.3.8 The message display panel shall be capable of displaying three lines of text with a minimum of three pixels (7.5 inches / 19 cm) between lines.
- 4.3.9 The message display shall also be capable of displaying graphic images and symbols using the full 48-pixel width and 27 pixel height (56 pixel width by 30 pixel height when equipped with the optional high definition display).

4.4 Display Modules

- 4.4.1 Display modules shall be mounted in the sign panel using captive 1/4-turn wing-head fasteners to permit quick, easy module replacement without the need for any tools.
- 4.4.2 Display modules shall be mounted on rubber cushions to provide shock absorption during transport and to accommodate thermally-induced expansion and contraction of message display panel during operation.
- 4.4.3 Display module control circuitry shall include a fail-safe device, also known as a watchdog timer, to automatically monitor the performance of the display module and provide a reset / restart command to the on-board microcontroller in the event of any disruption of normal operation.
- 4.4.4 Display module control circuitry shall be designed to accommodate "hot swapping" - exchange of display modules while sign is operating.
- 4.4.5 The message display shall consist of an array of identical display modules capable of functioning in any position without the need for switch or jumper setup or special programming.
- 4.4.6 Display modules and message display panel shall accommodate complete service and exchange of display modules without the need for any tools.
- 4.4.7 Display modules shall be equipped with locking-type electrical / electronic connectors to provide secure, reliable operation while permitting quick, easy service and repair of message display.

4.5 Cables and Wiring

- 4.5.1 All message display panel wiring and cables shall be equipped with modular power and signal connectors to permit repairs without the need for any tools.
- 4.5.2 All power circuit connectors shall use tin or silver-plated contacts.
- 4.5.3 All signal circuit connectors shall use gold plated or gold flashed contacts.
- 4.5.4 All system wiring, power and signal, shall consist of marine grade wire and cable, with multi-strand, tin-plated conductors.
- 4.5.5 All power and sign panel signal wiring and cables shall be installed in nonmetallic, flexible, liquid-tight conduits. All conduit fittings shall be installed with rubber sealing rings to maintain liquid-tight characteristics.

5. Main Control Console

5.1 Physical

- 5.1.1 Control console shall be enclosed in a weather resistant, lockable, molded HDPE (High Density Polyethylene) enclosure secured to the trailer chassis.
- 5.1.2 Control console shall be completely sealed to accommodate operation in all types of weather.

5.1.3 Control console shall be mounted on heavy duty slides which allow the control console to slide up and pivot into a position enabling the operator to program the unit while facing traffic from a comfortable standing position. A controller location which requires the operator to stoop, bend or kneel for operation such that the operator cannot see approaching traffic shall not be permitted. Slide mechanism shall permit quick, easy removal of control console without the need for any tools.

5.1.4 Control console power and control cables shall include sealed, locking-type connectors to permit quick, easy removal of control console without the need for any tools.

5.1.5 Control console front panel shall consist of a backlit full color LCD (liquid Crystal Display) with integrated industrial grade touch-screen, sealed and waterproof, to provide a reliable and user-friendly interface for the operator under any weather condition.

5.2 General Operation

5.2.1 Control console shall provide for full local and remote (via integrated GSM cellular transceiver and antenna) control of the dynamic message sign including dynamic message sign geographic location monitoring (via integrated GPS module and antenna), radar speed monitoring and statistical data collection (when equipped with optional radar speed monitor) and sign panel orientation monitoring (when equipped with optional digital flux-gate compass), without the need for additional hardware, software, external computers or hand-held control devices.

5.2.2 Control console shall include all necessary hardware and software to operate the dynamic message sign locally (via integrated full color LCD display and touch-screen) and remotely (via integrated GSM cellular transceiver and antenna), including geographic location monitoring (via integrated GPS module and antenna), radar speed monitoring and statistical data collection (when equipped with optional radar speed monitor), and sign panel orientation monitoring (when equipped with optional digital flux-gate compass). Full remote control (including GPS mapping) via internet accessible server based remote control software shall be included free of charge for five full years from date of purchase (i.e. cellular service shall be included for 5 years from date of original purchase).

5.2.3 Control console, in conjunction with the message display panel, shall have the capability of monitoring and detecting sign panel communication loop failures. In the event of a sign panel communication loop failure, the control console, in the case of soft errors (temporary disruption of message display), shall have the ability to correct the failure immediately and in the case of hard errors (hardware failure), shall have the ability to completely blank the sign panel so as to prevent the display of incorrect and/or potentially misleading messages. Additionally, control console, in conjunction with the message display panel, shall have the capability of continuously and dynamically (as well as on command) testing and reporting the operational status of each and every individual pixel in the sign panel. Non- operational pixels shall be indicated as such on both local and remote user interfaces. Control console shall have the capability of reporting complete sign panel operational status remotely (including web- access, NTCIP, and UTMCI). Additionally, control console shall have multiple diagnostic modes (manual & automatic with both local and remote controls) for troubleshooting sign panel (including a graphical representation of all modules with non-operational pixels) to enable an operator to quickly track down and replace faulty display modules in the sign panel.

5.2.4 Control console embedded CPU shall incorporate an ARM based microprocessor design to insure future hardware and software compatibility through upgrades provided by manufacturer free for life of the machine. Operating system shall be Linux based and include multiple watchdog timers to ensure automatic system restarts in the event that any critical function stops working properly or communication with remote control servers is interrupted.

5.2.5 Control console shall be capable of connection to any standard IBM or compatible desktop or portable (lap-top) computer via a standard serial interface (COM) or Ethernet port to facilitate routine service or repair, extensive diagnostics, and the analysis of user files or operating programs.

5.2.6 Control console shall be equipped with at least one USB port, one Ethernet port, two (2) serial ports (DB-9 connector), two (2) digital outputs, six (6) digital inputs, and two (2) analog inputs.

5.2.7 Control console shall be capable of simultaneously driving more than one sign panel for dual sign panel installations.

5.2.8 Control console operating processor, firmware and software shall be field (locally) upgradeable with a standard USB flash-drive (memory key) or remotely upgradeable over an IP addressable network connection - wire-line or wireless via IP addressable modem.

5.2.9 Full color LCD display shall be equipped with an automatic backlight with automatic dimming capability to accommodate both direct sunlight daytime and low ambient light level night time operation. Backlighting shall automatically activate upon any touch-screen activity and remain on for five minutes following the last touch-screen activity. Additionally, an automatic log-out feature shall be incorporated to insure security of the unit when left unattended. Automatic log-out feature shall be capable of being disabled by the operator as desired (i.e. for vehicle mounted applications).

5.2.10 Main power to the sign panel and the control console shall be controlled by a combination switch and circuit breaker in order to provide electrical protection without the need for fuses. All connections to controller and Energy Management System shall be made with locking type quick disconnect connectors. The use of fuses and/or terminal strips for connections shall be strictly forbidden.

5.3 Programming

5.3.1 Control console shall provide an intuitive icon-driven graphical user interface (GUI) along with step by step instructions to the operator, via the LCD display, as the various programming functions are performed, for simple easy programming and operation. On-screen help files shall be included in all languages. Control console shall support a minimum of six (6) standard operating languages (English, Spanish, French, Dutch, German and Portuguese) and four (4) standard keyboards (English, French, Portuguese/Spanish, and Arabic) along with associated font sets. Controller shall be capable of being setup for either a Standard US DOT, Power-Miser US DOT, Standard US 3-Line DOT, French Canadian, Ontario MTO-2, Quebec Road Safety, MTQ, or an International font set by an operator with Administrator access to prevent unauthorized use of inappropriate fonts by operators with User access.

5.3.2 Control console shall be capable of storing all messages in alphabetical order by the first letter of the first word of the name assigned to the message to permit quick recall of messages without the need for maintaining a numeric listing of pages and/or messages. Messages shall be automatically named and sorted any time messages are added to or deleted from the library. Because of difficulty in locating and retrieving stored pages and/or messages via numerical codes, number coded storage of pages and/or messages requiring any form of a lookup table/directory shall be strictly forbidden.

5.3.3 Control console shall accommodate a minimum of fifty (50) full alphanumeric passwords each providing one of four levels of access to various control console functions. Each password shall allow access to only the functions required by that particular dynamic message sign operator. The four levels of access are as follows:

Select from up to six (6) pre-programmed messages with no programming required. Simply touch a message for display. No access to any permanent data files.

User Menu	Create, Edit, Delete, Save, Display, and
Schedule messages.	
Create, Assign and Edit Quick-Picks.	
Check System Status and perform basic diagnostics.	

Supervisor Menu	All User Menu Functions.
Create and delete Quick-Picks and User passwords. Set system operating parameters.	

Administrator Menu	All Supervisor Functions.
Create and delete Administrator and Supervisor passwords. Set controller operating parameters.	

5.3.4 Control console shall be capable of displaying a message on the message sign display panel during such time as the operator may be adding, editing or deleting messages from the control console

user files. Blanking of the message sign display panel during normal operator activity is considered unsafe and shall be strictly forbidden.

5.3.5 Control console shall be capable of monitoring ambient light conditions and making appropriate adjustments to the intensity of the sign panel to maintain an acceptable display contrast during all ambient lighting conditions. The control console shall provide a minimum of sixteen (16) intensity levels between minimum and maximum display brightness. An operator with Supervisor access shall be capable of adjusting the upper and lower photocell set-points as to adjust the overall range for the automatic brightness control to accommodate any local variations in ambient lighting. Manual control of sign panel intensity shall be provided as well enabling an operator with Supervisor access to override automatic sign panel intensity control and set sign panel intensity manually from 1% to 100% in 1% increments.

5.3.6 Control console shall be equipped with a Scheduler that utilizes a real-time clock and calendar feature to accommodate automatic, unattended changing of messages at predetermined dates and times. Scheduler shall support unique, single event schedules along with recurrent schedules such that messages may be easily scheduled for daily, weekly or monthly repetition. Recurrent schedules shall be capable of incorporating a start and stop date as desired. Scheduler shall also be capable of displaying messages based upon data driven events such as input from a radar gun, photocell, battery voltage, temperature and/or switch closures (up to six). Data driven events shall also be capable of being restricted to specific dates and times. Scheduler shall incorporate a priority system for resolution of conflicting schedules and/or events to permit one schedule/event to override another based upon level of importance (i.e. priority). Additionally, the control console shall have the capability to create and display on the sign panel an Override Message that takes priority and overrides all programmed Schedules and Events until cleared to enable an operator to display a message continuously on the sign panel regardless of programmed schedules and/or events.

5.3.7 Control console shall provide special function buttons to provide access to common user functions in a single step including (from the main log-on screen) Managing Messages, Scheduling Messages, Blanking the Sign Panel, creating an Instant Message, and selecting from Quick Picks.

5.3.8 Control console shall provide a system status page that enables an operator to quickly and easily determine the unit's current time, date, photocell reading, photocell set-points, battery bank voltage, battery bank current, solar array voltage, solar array current, temperature, MAC address, IP address, run-time since last re-boot, current run-time (resettable timer), lifetime run-time, and serial modem type along with modem signal strength and quality, latitude & longitude and sign panel heading.

5.3.9 Control console shall be capable of storing a minimum of 5,000 messages, each message capable of accommodating a minimum of 500 pages (text or graphic images).

5.3.10 Control console shall provide a minimum of twelve (12) font sizes (with full uni-code support for each font) including an adaptive font that automatically and dynamically sizes text to fit on a page as it is typed such that the largest font is always used for a given amount of text on a page to ensure maximum visibility and legibility. One of the included font sizes shall be a standard 5x7 DOT pixel font.

5.3.11 Control console shall support the incorporation of multiple dynamic data sources per page during message creation such that multiple pages within a message can include output from multiple dynamic data sources. Pages containing dynamic data sources shall be automatically refreshed and updated prior to each display such that the most recent data is always displayed on the sign panel. System shall include, as a minimum, the following data sources: radar gun (if equipped), real-time clock (time and date - day, month, year and time in various formats), photocell (ambient light level), battery voltage, and countdown & count-up features from a specified date and/or time. System shall also provide operator with the ability to create and incorporate additional dynamic data sources for display and scheduler control for maximum flexibility during system integration.

5.3.12 Control console shall be capable of page display times from 0.1 seconds to a minimum of 99 seconds in 0.1 second increments.

5.3.13 Control console shall be capable of displaying messages in a preview screen, during message creation, editing or selection, exactly as they will appear on the message display panel including an exact graphical representation of all non-operational/failed pixels on sign panel.

5.3.14 Control console shall permit the editing of messages that are currently being displayed, showing the revised message as soon as message editing has been completed.

5.3.15 Control console shall enable an operator to create, copy, add/insert, move about, edit and delete/remove pages to/from a message dynamically during message creation and/or editing. It shall not be necessary to create pages first and then assemble the pages into a message. Control console shall have the ability to insert pages and/or messages from a master library into a new message and move them about within the message. Control console shall also accommodate the creation and editing of graphic images directly from the GUI during message creation. Additionally, control console shall provide the operator with the ability to easily flash a page within a message, flash a line(s) within a page and/or add static or dynamic arrows/chevrons to a page within a message through the use of page annotations. Control console shall have the capability (if enabled by an operator with Supervisory access) to create pages with scrolling text.

5.3.16 Control console shall provide a selection of standard highway work zone sign graphic images, including but not limited to: flagman, fixed left and right arrow images, moving or sequential left and right arrow images, and moving or sequential left and right chevrons, etc.

5.3.17 Control console shall provide the capability to display Battery Bank Voltage to 0.1 Volt accuracy, Battery Bank Current to 0.1 Amp accuracy, Solar Array Voltage to 0.1 Volt accuracy and Solar Array Current to 0.1 Amp accuracy directly on the control console display. Additionally, control console shall have the capability to calculate and display an estimated run-time (autonomy) based on current battery bank status and historical system energy (generation vs. consumption) trends to provide the operator with an estimated number of days system is capable of operating prior to shutting down on a low-battery condition.

5.3.18 Control console shall provide for a user selectable low-battery-voltage caution message when the battery voltage drops to a user specified level (above the low-battery automatic shutdown voltage). The low-battery-voltage caution message shall be user programmable by an operator with Supervisor access. Additionally, control console shall incorporate a feature known as Adaptive Blanking that will as necessary, based upon current battery bank voltage and/or recorded battery bank voltage trends, automatically insert variable length blanks between pages (0.25s to 0.50s) of messages to reduce overall power consumption and extend run-time. An operator with Supervisory access shall be capable of either enabling or disabling the Adaptive Blanking feature.

5.3.19 Control console shall be equipped with three (3) Run-Time counters: an Up-Time counter that indicates total number of days, hours and minutes since last re-boot, a Current Run-Time counter that indicates total hours of operation since last reset of the counter (resettable run-time counter), and a Lifetime Run-Time counter that indicates total hours of control console operation (non-resettable).

5.3.20 Control console shall include the ability to reset the Current Run-Time counter, Message Library, Scheduler, and all Factory Settings automatically, individually or all at once through performing a variety of Master Resets which will clear all memory and reset all settings to original factory set-points to various levels.

5.3.21 Control console, in addition to an integrated GSM transceiver, shall support both dynamic and static IP address network connections along with direct serial communications to support legacy NTCIP installations.

5.3.22 Control console shall provide a method for setting a battery offset and temperature offset to calibrate battery voltage and temperature readings.

5.3.23 Control console shall provide a method for switching radar gun output from MPH to KPH directly from control console GUI or remotely via remote control software.

5.3.24 Control console shall be NTCIP compatible. The following NTCIP standards must be supported: NTCIP 1201 (v3.15r) - Global Object Definitions

NTCIP 1203 (v2.39b) - Object Definitions for Dynamic Message Signs

NTCIP 2101 (v1.19) - Subnetwork Profile: PMPP over RS232

NTCIP 2104 (v1.11) - Subnetwork Profile: Internet NTCIP 2201 (v1.15) - Transport Profile: Transportation

NTCIP 2202 (v1.05) - Transport Profile: Internet

Unit shall support an administrator community string along with 255 other communities. Each community shall be capable of being assigned read-only or read-write access.

Unit shall support up to 65,535 user-defined permanent messages.

Unit shall support a configurable number of changeable (persistent) messages. This number shall be configurable between 1 and 65,535, and shall default to 32.

Unit shall support a configurable number of volatile (nonpersistent) messages. This number shall be configurable between 1 and 65,535, and shall default to 32.

Each message shall support at least 16 pages.

Unit shall support a scheduler with support for up to 16 schedules, 16-day plans, and 96 day plan events.

Unit shall support at least 255 graphics via the monochrome 1-bit color scheme.

Unit shall support a configurable number of user-definable fonts. This number shall be configurable between 1 and 127, and shall default to 32.

5.3.19 Web-Interface (Smart-Phone Control): Control console shall function as a Web-Server which enables an operator (via user name and password access) through any standard Web-Browser to:

- Create a unique Web-Name for the unit for browser ID
- View the current status of the unit to include current message displayed on sign panel, battery voltage, photocell reading, date & time, and NTCIP control status
- Blank the unit's sign panel
- Select, preview, edit and activate any message from the unit's message library
- Create, edit, preview and activate a new multi-page text message (up to 6 pages)
- Turn NTCIP control on/off if NTCIP control is enabled on control console

Access to the Web-Server shall be through any standard web browser over a standard network connection and/or public IP address (i.e. IP addressable modem). Access shall be protected by a user name and password created by the operator through the manufacturer's proprietary remote control software to ensure security is maintained at all times. The Web-Server shall be capable of being controlled (i.e. turned on and off) via manufacturer's proprietary remote control software. Web-Access to the control console shall not require access to a central server. All access to the Web-Server shall be logged and recorded.

6. Power System

6.1 General

6.1.1 Operating Voltage - 12 Volts DC nominal

6.1.2 Operating Energy Requirement - approx. 30 Amp Hours per day nominal at Spring or Fall Equinox (i.e. 12 hours of daylight, 12 hours of darkness)

6.1.3 Main Power Switch - Main power switch shall be a combination switch and electromagnetic, thermal circuit breaker to provide complete electrical system protection without the inconvenience of conventional fuses. Main power switch shall be splash proof and weather resistant.

6.2 Battery Bank

6.2.1 Number of batteries: Specify four (4), six, (6), eight (8), ten (10) or twelve (12)

6.2.2 Battery type: 6-Volt, heavy duty, deep cycle - Specify Flooded Lead-Acid, Gel-Cell or AGM.

6.2.3 Energy capacity - 1,560 Amp Hours nominal (12 batteries). Sufficient energy capacity to operate the message sign, displaying typical three-line normal size character messages for greater than 30 days, without any energy input from the solar array.

6.2.4 Battery / Equipment Compartments

6.2.4.1 Battery / Equipment Compartments shall be constructed of molded HMWPE (High Molecular Weight Polyethylene), color impregnated with Federal Safety Orange with 0.5% UV stabilizer added to prevent fading.

6.2.4.2 Compartments shall be designed to completely contain spills from a failed or damaged battery case.

6.2.4.3 Compartments shall be capable of supporting an operator standing on top of the battery / equipment compartment to service unit.

6.2.4.4 Compartments shall be designed such that the lid automatically latches in the closed position and holds the batteries in place. Lid shall be capable of being locked in the closed position with a standard padlock.

6.2.4.5 Lid shall be secured to compartment by an integral plastic hinge that permits the lid to be completely removed from the compartment for service. Lid on the compartment containing the control console shall be automatically supported in the open position by a telescoping lid support.

6.2.4.6 Compartments shall be designed to provide adequate ventilation for the batteries during charging yet prevent the ingress of water during use or transport.

6.2.4.7 Each compartment shall be capable of housing four (4) BCI Group GC-2 batteries.

6.3 Solar Array

6.3.1 Photovoltaic module type - Single crystal (monocrystalline) silicon

6.3.2 Number of solar cells per module - 36

6.3.3 Solar array power output: Specify 160, 240, 320, 400 or 480 Watts peaks (min.)

NOTE: Solar energy system performance charts are available to assist in selection of appropriate solar array power output requirements.

6.3.4 Solar array shall tilt down for fast, easy cleaning and maintenance

6.3.5 Solar array energy output shall be sufficient to operate the changeable message sign, under normal operating conditions, with the solar array in a flat, horizontal position. It shall not be necessary to tilt or rotate the solar array to provide sufficient energy output from the solar array to operate the message sign continuously. (Note: An optional tilt and rotate system or an automatically operated linear actuator may be provided to provide for automatic removal of snow and/or ice from solar array for units specified for extreme climates and/or extreme latitudes.)

6.3.6 Photovoltaic module junction boxes shall be equipped with watertight strain reliefs at all cable entry points.

6.4 Wiring and Cabling

6.4.1 All power and control wiring and cables shall be in nonmetallic, flexible, liquid tight conduits.

6.4.2 All conduit fittings shall be sealed at bulkheads or enclosure entry points.

6.4.3 All wiring shall be marine grade, multi-strand, tin-plated copper with PVC insulation rated for outdoor use.

6.4.4 All power system wire terminals shall be tin-plated copper to minimize the effects of galvanic corrosion.

6.4.5 Main power wiring shall be 8 AWG minimum.

6.4.6 Battery terminations shall consist of 5/16-18 UNC marine stud with stainless steel split lock washer and hex nut with 5/16 tin-plated copper ring terminal.

6.4.7 Solar panel terminations shall consist of stainless steel screws with #8 tin-plated copper snap spade terminals.

6.4.8 All other terminations shall consist of locking-type quick-disconnect connectors with tin-plated terminals for power connections and gold-plated terminals for signal connections. Terminal strips, screw or compression type, shall not be permitted.

6.5 Energy Management System

6.5.1 Solar energy management system control unit shall include a completely solid-state charge controller capable of operating in an outdoor environment. No mechanical or electromechanical switching to control charging current is permitted.

6.5.2 All wiring connections to the energy management system control unit shall be made with locking-type multi-pin connectors to facilitate quick, easy servicing of the control unit without the need of any tools. Electrical connections shall include an auxiliary 12-Volt power connection to provide power for accessory devices.

6.5.3 Energy management system control unit shall monitor solar array voltage, solar array current, battery voltage, battery current and ambient temperature.

6.5.4 Energy management system control unit shall regulate energy flow from the solar array into the battery bank based on ambient temperature so as to avoid over charging of the batteries and minimize the consumption of electrolyte.

6.5.5 Energy management system control unit shall provide for the controlled periodic pulsing of the solar array current to assist in minimizing sulfate deposit buildup on the battery plates.

6.5.6 Energy management system control unit shall provide for remote monitoring of the battery bank voltage, at the terminals of one of the batteries, to assist in optimizing the transfer of power into the battery bank.

6.5.7 Energy management system control unit shall be equipped with a 2-line by 16-character LCD (Liquid Crystal Display) displaying sequentially, solar array voltage, solar array current, battery voltage, and battery current. In addition, the energy management system control unit shall display a low battery voltage warning message whenever the battery bank voltage drops below 10.9 Volts.

6.5.8 Energy management system control unit shall automatically switch current to the message sign off whenever the battery bank voltage drops below 10.7 Volts to prevent damage to the battery bank due to over-discharging the batteries.

6.5.9 Energy management system control unit shall provide for automatic reverse polarity protection, including reverse polarity indicator lamps, for the solar array and the battery bank.

6.5.10 Energy management system control unit shall provide for automatic fault protection without the need for fuses. The use of fuses for fault protection shall not be permitted.

6.5.11 Energy management system shall monitor and report to control console battery bank voltage, battery bank load current, solar array voltage and solar array charge current once every 15 seconds.

6.5.12 Energy management system shall have an integrated watchdog timer that is continuously reset by the control console during normal operations such that if the control console were to become unresponsive due to a software failure/lockup, upon expiration of the timer the energy management system will completely power down and re-start the entire system (including control console and all accessories such as modem, sign panel compass, etc.) in an attempt to recover the system from a temporary software failure/lockup.

7. Documentation

7.1 Operation and Maintenance Manual

7.1.1 Setup and Operation

7.1.2 Programming

7.2 Command Center - User's Manual

7.2.1 Installation and Setup

8. Options

8.1 Battery Charger

8.1.1 Charger type - Switching regulator, constant voltage with automatic switch to maintenance or trickle charge.

8.1.2 Input Voltage - 110 VAC 50/60 Hz (specify 220 VAC 50 Hz for international use)

8.1.3 Available models with typical recharge times.

8.1.3.1 45-Amp - 36 hours (12 batteries), 24 hours (8 batteries), 12 hours (4 batteries)

8.1.3.2 90-Amp - 22 hours (12 batteries), 16 hours (8 batteries), 8 hours (4 batteries)

8.1.3.3 Battery charger unit shall install in the field with minimum effort.

8.2 Remote Control

8.2.1 General

8.2.1.1 The remote control option shall provide for complete control of all dynamic message sign functions. The remote control option shall, at a minimum, provide for:

- Simultaneously geographically tracking, managing, operating and maintaining a minimum of 1,000 remotely located PCMS units including setting up automatic e-mail notifications/alerts for unit movement, change of displayed message, low estimated runtime, low battery condition, sign panel failures, and pixel failures.

- Sending a message to one or more remote PCMS for immediate display.

- Receiving the message currently displayed on all remote PCMS.

- Managing the message libraries and message schedules & events on all remote PCMS.

- Checking the operating status, including sign panel status, system date & time, battery voltage, estimated autonomy, temperature, unit Up-Time, Current Run-Time, Life-Time Run-Time, and ambient light level of all remote PCMS.

- Reporting and managing NTCIP status of all PCMS.

- Retrieve up to 30 days' worth of logged Radar Statistics from units equipped with optional Radar Speed Monitor (see section 10.3 for optional Radar Speed Monitor).

- Provide for the ability to perform various system resets including a complete re-boot/restart of the system for all PCMS.

8.2.1.3 Communication Protocol - Proprietary with complete CRC error detection and correction and full challenge-response password authentication.

8.2.1.4 Data Format - Data is encrypted and compressed for added security and reliability.

8.2.1.5 All operating software for message sign control console and host computer shall be included with basic message sign package (downloadable from www.solartechnology.com).

8.2.2 TCP/IP Network Communications (Dynamic or Static IP Address)

8.2.2.1 Data rate - 10/100 Base-T Ethernet

8.2.2.2 Remote control of any networked (IP addressable) PCMS may be achieved from any host computer with Internet connectivity (either with standard NTCIP commands via SNMP or STMP, or with Command Center). Remote control software (Command Center) shall be provided free of charge (downloadable from www.solartechnology.com) with unit and function on any host computer, independent of operating system. Control console and

remote-control software shall incorporate a challenge/ response encrypted type password security system to prevent unauthorized access of any networked PCMS.

8.2.3 IP Addressable Cellular Transceiver Operation

8.2.3.1 Wireless modem with up to a 3-Watt cellular transceiver.

8.2.3.2 MNP 2-4 Error Control - Automatic error detection and correction.

8.2.3.3 MNP 5 Data Compression - Higher data rates, shorter connection times.

8.2.3.4 MNP 10EC - Enhanced performance over noisy cellular connections.

8.3 Radar Speed Monitor

8.3.1 General

8.3.1.1 Operating Frequency - 24.15 GHz (K-Band)

8.3.1.2 Antenna Beam width - 12° (Circular Pattern)

8.3.1.3 Capture Angle - 16.5° typical (Circular Pattern)

8.3.1.4 Target Speed Range - 5 to 125 MPH (20 to 200 km/h)

8.3.1.5 Target Speed Accuracy - 1 MPH typical

8.3.1.6 Detection Distance - 1,500 Feet (Automobile-size target)

8.3.1.7 Radar unit shall install in the field with minimum effort.

8.3.1.8 Message sign shall be pre-wired and pre-programmed for radar speed monitor option.

8.3.2 Operating Features

8.3.2.1 Target Speed Display - The speed of the target may be displayed as part of any user-created messages, in any character size, in any position in the message. Multiple messages which include target speed can be stored in the message library.

8.3.2.2 Triggered Display - A message may be displayed only when an acquired target exceeds a preset speed threshold. This message may include the display of the target speed. If no target is acquired or if the acquired target is below the preset threshold, the default message will be displayed. Default message can be a blank display.

8.3.2.3 Window Triggered Display - Upper and lower speed thresholds may be preset such that the special message is displayed only when the target speed is above the lower threshold but below the upper threshold. This message can include the display of the target speed. If no target is acquired or if the acquired target is above or below the preset thresholds, the default message will be displayed. Default message can be a blank display. Multiple windows can be programmed each with a different message to be displayed when the acquired target speed is above the minimum speed but below the maximum speed threshold for that particular window. Each of these messages can include the display of the target speeds.

8.3.2.4 All necessary software features shall be included with the basic message sign package.

8.3.3 Radar Statistical Data Collection

8.3.3.1 Control Console shall automatically log and record (to a standard USB memory stick) all raw data provided by the radar gun along with basic statistical information about the collected data in 15 minute intervals. The data shall be stored in two CSV (Comma Separated Value) files which may be opened in Microsoft Excel or any other similar spreadsheet type application for viewing, manipulation and analysis. Additionally, the most recent 30 days' worth of Radar Statistics (statistical radar data logged every 15 minutes) shall be maintained in the control consoles nonvolatile memory and shall be retrieved remotely via Control Center 3000 - see Control Center 3000 manual for further details.

8.3.3.2 Data Provided

8.3.3.2.1 Raw Data File: (radar data file) - (Year, Month, Day, Time, Reading) - every reading - readings recorded every 250ms while tracking a target

8.3.3.2.2 Statistical Data File: (radar statistics file) - (Year, Month, Day, Time, # of Readings, Mean, Median, Mode, Standard Deviation, Lowest Reading, Highest Reading) - based on all readings - readings are taken every 250ms while tracking a target

8.4 GSM Transceiver & GPS Receiver Module

8.4.1 Integrated into Control Console - proprietary

8.5 Sign Panel Flux-Gate Digital Compass

8.5.1 General

8.5.1.1 Operating Voltage: 8-28 Vdc

8.5.1.2 Input Current: 40 mA @ 12 Vdc maximum

8.5.1.3 Operating Temperature Range: -40C to +65C (-40F to +150F)

8.5.1.4 Shock/Vibration: meets MIL-STD-810 requirements

8.5.1.5 Altitude: 40,000 ft. maximum

8.5.1.6 Reliability: MTBF > 30,000 hours

8.5.1.7 Accuracy: +/-0.5 degrees

8.5.1.8 Repeatability: +/-0.2 degrees

8.5.1.9 Resolution: 0.1 degrees

8.5.1.10 Dip Angle: +/-80 degrees

8.5.1.11 Tilt Angle: +/-16 degrees

8.5.1.12 Response Time: 1 second

BID #WG18-43 RESPONSE FORM

Provision for Rental of Solar Powered Portable Message Signs

1 of 2

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No x

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

Financing Agency Authorized Signature

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

BID #WG18-43 RESPONSE FORM

Provision for Rental of Solar Powered Portable Message Signs

2 of 2

Rental of Solar Powered Portable Message Signs

Made/Model: _____

Amount Bid: Daily Rate: \$ _____

Weekly Rate: \$ _____

Monthly Rate: \$ _____

Delivery of Equipment shall be made within 24 hours after receipt of Purchase Order.



Baldwin County Commission

Agenda Action Form

File #: 19-0166, **Version:** 1

Item #: B5

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-44 - On-call Fiber Optic Installation and Repair Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award Bid # WG18-44 - On-call Fiber Optic Installation and Repair Services to the lowest bidder, **B & L Cable Construction, LLC**, as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract effective upon the same date as full execution for twelve (12) months with an option to issue two (2) twelve (12) month renewals).

BACKGROUND INFORMATION

Previous Commission action/date:

10/02/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for On-call Fiber Optic Installation and Repair Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids opened in the Purchasing Conference Room on October 25, 2018, at 1:30 P.M. Three (3) bids were received. The overall lowest bid was received from B & L Cable Construction, LLC, as per the attached Award Listing. Recommend the Commission award the bid to B & L Cable Construction, LLC, and authorize the Chairman to execute the Contract. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: Standard County Contract

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: 11/20/2018

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 #WG18-44 - Award Listing
On-Call Fiber Optic Network Installation & Repair Services

BIDDER: B & I Cable Construction, LLC						
	<u>Item #</u>	<u>Item</u>	<u>Unit</u>	<u>Alternate</u>	<u>Unit Price</u>	
	1	Fusion Splice	Each		\$33.00	
	2	Hand Termination	Each		\$46.00	
	3	Power Meter Testing	Each		\$18.00	
	4	OTDR Testing	Each		\$10.00	
Hourly cost for repair or new intallation work						
<u>Item</u>	<u>Fiber Splicer</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Installation Crew Ur</u>	<u>Unit</u>	<u>Bore Crew Unit P Unit</u>
Weekdays M-F		\$90.00	hr	\$120.00	hr	\$190.00
Evening		\$120.00	hr	\$160.00	hr	\$250.00
Weekends		\$120.00	hr	\$160.00	hr	\$250.00
Holidays		\$160.00	hr	\$190.00	hr	\$310.00
Evenings begin at:	5:00PM					
Weekends Begin at:	Friday 5:00PM					
<u>Holidays:</u>			8			
New Years Eve						
New Years Day						
Memorial Day						
Independence Day						
Labor Day						
Thanksgiving Day						
Christmas Eve						
Christmas						
Material-Cost Plus Rate:			15%			

Competitive Bid #WG18-44 Bid Tabulation
On-Call Fiber Optic Network Installation & Repair Services

BIDDER		Contact LLC		TSI		B&L	
Item	Unit	Atlernetete	Price	Unit	Price	Unit	Price
Item 001	each		\$49.97	each	\$30.00	each	\$33.00
Item 002	each		\$50.04	each	\$30.00	each	\$46.00
Item 003		Hour	\$74.13	each	\$60.00	each	\$18.00
Item 004		Hour	\$78.49	each	\$60.00	each	\$10.00
		Total	N/A	Sum	\$180.00	Sum	\$107.00
		Adverage	N/A	Adverage	\$45.00	Adverage	\$26.75
							<u>Avg(see tab)</u>
Weekdays M-F	hr		\$219.32	hr	\$120.00	hr	\$140.00
Evening	hr		\$244.77	hr	\$120.00	hr	\$182.50
Weekends	hr		\$244.77	hr	\$120.00	hr	\$182.50
Holidays	hr		\$284.53	hr	\$120.00	hr	\$235.00
		Sum	\$993.39	Sum	\$480.00	Sum	\$740.00
		Adverage	\$248.35	Adverage	\$120.00	Adverage	\$185.00
Holidays	days		8		6		8
Material-Cost Plus Rate:			10%		35%		15%

B & I Cable Construction, LLC

[illegible]

BIDDER:**Technical Services, Inc. (TSI)**

<u>Item #</u>	<u>Item</u>	<u>Unit</u>	<u>Alternate</u>	<u>Unit Price</u>
1	Fusion Splice	Each		\$30.00
2	Hand Termination	Each		\$30.00
3	Power Meter Testing	Each		\$60.00
4	OTDR Testing	Each		\$60.00

Hourly cost for repair or new intallation work

<u>Item</u>	<u>Unit Price</u>	<u>Unit</u>
Weekdays M-F	\$120.00	hr
Evening	\$120.00	hr
Weekends	\$120.00	hr
Holidays	\$120.00	hr

Evenings begin at: 5:00PM
Weekends Begin at: Friday 5:00PM

Holidays: 6

New Years Day
Memorial Day
Easter
Labor Day
Thanksgiving Day
Christmas

Material-Cost Plus Rate: 35%

BIDDER:**Contact Network dba InLine**

<u>Item #</u>	<u>Item</u>	<u>Unit</u>	<u>Alternate</u>	<u>Unit Price</u>
1	Fusion Splice	Each		\$49.97
2	Hand Termination	Each		\$50.04
3	Power Meter Testing		Hour	\$74.13
4	OTDR Testing		Hour	\$78.49

Hourly cost for repair or new intallation work

<u>Item</u>	<u>Unit Price</u>	<u>Unit</u>
Weekdays M-F	\$219.32	hr
Evening	\$244.77	hr
Weekends	\$244.77	hr
Holidays	\$284.53	hr

Evenings begin at: 5:00PM
Weekends Begin at: Friday 5:00PM

Holidays: 8

New Years Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve
Christmas

Material-Cost Plus Rate: 10%

Exception: Mobilization will be required per call out at a rate of the category in which the call out is made; i.e. weekday, evening, weekend, or holiday. Mobilization will be a 4-hour minimum.

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 B & L Cable Construction, LLC, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular held meeting on Tuesday, October 2, 2018, the Commission authorized staff to place a competitive bid for On-Call Fiber Optic Installation and Repair Services 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: B & L Cable Construction, LLC

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: B & L Cable Construction, LLC
11446 Brooklyn Road
Andalusia, AL 36421
ATTN: Greg Rabren

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 #WG18-44"**, 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 #WG18-44 named, On-Call Fiber Optic Network-Installation and Repair Services 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 as per "**ATTACHMENT A**". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a 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. And 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:

_____/_____
CHARLES F. GRUBER, Chairman /Date

_____/_____
RON CINK /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

B & L Cable Construction, LLC

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby
certify that _____ as _____ of B & L Cable Construction,
LLC, 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
B & L Cable Construction, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires

“ATTACHMENT A”

BID #WG18-44 RESPONSE FORM

On-Call Fiber Optic Network Installation & Repair Services

1 of 3

Date: October 18, 2018

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

Alabama Contractors License No. 39.123

Company Name: BEL Cable Construction, LLC

Address: 11446 Brooklyn Rd.
Andalusia, AL 36421

Company Rep Greg Rahren

(Rep. Name Typed or Printed)

Position: Owner - managing member

Phone: 334-427-0888 or 334-303-9849

Fax: 334-427-8368

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

BID #WG18-44 RESPONSE FORMOn-Call Fiber Optic Network Installation & Repair Services
3 of 3**Bid Prices**

Item #	Item	Unit	Unit Price
001	Fusion Splice	Each	\$ 33.00
002	Hand Termination	Each	\$ 46.00
003	Power Meter Testing	Each	\$ 18.00
004	OTDR Testing	Each	\$ 10.00

Hourly cost for repair or new installation work: See Attached Exhibit FWeekdays M-F \$ Exhibit F hr.Evenings \$ Exhibit F hr. Evenings begin at: 5:00 PMWeekends \$ Exhibit F hr. Weekends begin at: Friday 5:00 PMHolidays \$ Exhibit F hr.

List Holidays

New Years Eve, New Years Day, Memorial Day, Independence Day
Labor Day, Thanksgiving, Christmas Eve, Christmas DayMaterials – Cost Plus Rate: 15%

Exhibit F

Hourly Cost for Repair or New Installation Work:

	Fiber Splicer	Installation Crew	Bore Crew	Plow/Backhoe Crew
Weekdays M-F	\$ 90.00	\$ 120.00	\$ 190.00	\$ 160.00
Evenings *	\$ 120.00	\$ 160.00	\$ 250.00	\$ 200.00
Weekends **	\$ 120.00	\$ 160.00	\$ 250.00	\$ 200.00
Holidays ***	\$ 160.00	\$ 190.00	\$ 310.00	\$ 280.00

* Evenings begin at 5:00 PM

**Weekends begin at Friday 5:00 PM

*** Holidays are New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day



Baldwin County Commission

Agenda Action Form

File #: 19-0195, **Version:** 1

Item #: B6

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-01 - Annual Generator Preventive Maintenance Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award Bid #WG19-01 - Annual Generator Preventive Maintenance Services to the lowest bidder, **Taylor Power Systems, 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 twenty-four (24) months with option to renew for one (1) twelve (12) month period.)

BACKGROUND INFORMATION

Previous Commission action/date:

10/16/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Annual Generator Preventive Maintenance Services for the Baldwin County Commission. 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on November 1, 2019, at 1:30 P.M. Seven (7) bids were received. Recommend the Commission award the bid to the lowest bidder, Taylor Power Systems, Inc., as per the attached Award Listing and authorize the Chairman to execute the contract. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: Standard County Contract

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: 11/20/2018

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

WG19-01 - Annual Generator Preventive Maintenance Services**Award Listing****Effective Date: 11/20/2018 thru 11/20/2020**

BIDDERS:		Taylor Power Systems, Inc.
North End of Baldwin County		
Contact Person: Junius Long (251)-295-3133 or Derrick Crocker (251)-600-9716		
1 Board of Education - Year 1 Insp 1	\$	180.00
1 Board of Education - Year 1 Insp 2 - PM	\$	300.00
2 Board of Education - Year 2 Insp 1	\$	180.00
2 Board of Education - Year 2 Insp 2 - PM	\$	300.00
1 Juvenile Detention-Kohler-Year 1 Insp 1	\$	150.00
1 Juvenile Detention-Kohler-Year 1 Insp 2-PM	\$	300.00
2 Juvenile Detention-Kohler-Year 2 Insp 1	\$	150.00
2 Juvenile Detention-Kohler-Year 2 Insp 2-PM	\$	300.00
1 Area 100 Hwy-Kohler-Year 1 Insp 1	\$	125.00
1 Area 100 Hwy-Kohler-Year 1 Insp 2-PM	\$	245.00
2 Area 100 Hwy-Kohler-Year 2 Insp 1	\$	125.00
2 Area 100 Hwy-Kohler-Year 2 Insp 2-PM	\$	245.00
1 Bay Minette Courthouse-Kohler-Year 1 Insp1	\$	125.00
1 Bay Minette Courthouse -Kohler-Year 1 Insp 2 PM	\$	235.00
2 Bay Minette Courthouse-Kohler-Year 2 Insp 1	\$	125.00
2 Bay Minette Courthouse-Kohler-Year 2 Insp 2 PM	\$	235.00
1 Annex I & II - Generac-Year 1 Insp 1	\$	180.00
1 Annex I & II - Generac-Year 1 Insp 2 - PM	\$	300.00
2 Annex I & II - Generac-Year 2 Insp 1	\$	180.00
2 Annex I & II - Generac- Year 2 Insp 2 - PM	\$	300.00
1 Annex III - Kohler - Year 1 Insp 1	\$	125.00
1 Annex III - Kohler - Year 1 Insp 2 - PM	\$	225.00
2 Annex III - Kohler - Year 2 Insp 1	\$	125.00
2 Annex III - Kohler - Year 2 Insp 2 - PM	\$	225.00
1 Annex IV (CIS) - Generac - Year 1 Insp 1	\$	180.00
1 Annex IV (CIS) - Generac - Year 1 Insp 2 - PM	\$	375.00
2 Annex IV (CIS) - Generac - Year 2 Insp 1	\$	180.00
2 Annex IV (CIS) - Generac - Year 2 Insp 2 - PM	\$	375.00
1 Commission Admin - Caterpillar - Year 1 Insp 1	\$	180.00
1 Commission Admin - Caterpillar - Year 1 Insp 2-PM	\$	310.00
2 Commission Admin - Caterpillar - Year 2 Insp 1	\$	180.00
2 Commission Admin - Caterpillar - Year 2 Insp 2 - PM	\$	310.00
1 Archives - Kohler - Year 1 Insp 1	\$	180.00
1 Archives - Kohler - Year 1 Insp 2 - PM	\$	300.00
2 Archives - Kohler - Year 2 Insp 1	\$	180.00
2 Archives - Kohler - Year 2 Insp 2 - PM	\$	300.00
1 Level II Shelter - Olympian - Year 1 Insp 1	\$	150.00
1 Level II Shelter - Olympian - Year 1 Insp 2 - PM	\$	300.00
2 Level II Shelter - Olympian - Year 2 Insp 1	\$	150.00
2 Level II Shelter - Olympian - Year 2 Insp 2 - PM	\$	300.00
South End of Baldwin County		
1 Emergency Management - Generac -Year 1 Insp 1	\$	175.00
1 Emergency Management - Generac -Year 1 Insp 2 - PM	\$	590.00
2 Emergency Management - Generac -Year 2 Insp 1	\$	175.00
2 Emergency Management - Generac -Year 2 Insp 2 - PM	\$	590.00
1 Emergency Management - Olympia - Year 1 Insp 1	\$	175.00
1 Emergency Management - Olympia - Year 1 Insp 2 - PM	\$	590.00

WG19-01 - Annual Generator Preventive Maintenance Services**Award Listing****Effective Date: 11/20/2018 thru 11/20/2020**

BIDDERS:		Taylor Power Systems, Inc.
2	Emergency Management - Olympia - Year 2 Insp 1	\$ 175.00
2	Emergency Management - Olympia - Year 2 Insp 2 - PM	\$ 590.00
1	Emergency Management - Generac -Year 1 Insp 1	\$ 125.00
1	Emergency Management - Generac -Year 1 Insp 2 - PM	\$ 220.00
2	Emergency Management - Generac -Year 2 Insp 1	\$ 125.00
2	Emergency Management - Generac -Year 2 Insp 2 - PM	\$ 220.00
1	Emergency Management Trailer Mounted-Kohler-Year 1 Insp 1	\$ 125.00
1	Emergency Management Trailer Mounted-Kohler-Year 1 Insp 2-PM	\$ 343.00
2	Emergency Management Trailer Mounted-Kohler-Year 2 Insp 1	\$ 125.00
2	Emergency Management Trailer Mounted Kohler-Year 2 Insp 2-PM	\$ 343.00
1	Fairhope Courthouse - Cummins - Year 1 Insp 1	\$ 125.00
1	Fairhope Courthouse - Cummins - Year 1 Insp 2 - PM	\$ 415.00
2	Fairhope Courthouse - Cummins - Year 2 Insp 1	\$ 125.00
2	Fairhope Courthouse - Cummins - Year 2 Insp 2 - PM	\$ 415.00
1	Fairhope Courthouse - Generac - Year 1 Insp 1	\$ 125.00
1	Fairhope Courthouse - Generac - Year 1 Insp 2 - PM	\$ 300.00
2	Fairhope Courthouse - Generac - Year 2 Insp 1	\$ 125.00
2	Fairhope Courthouse - Generac - Year 2 Insp 2 - PM	\$ 300.00
1	BC Coliseum - Caterpillar - Year 1 Insp 1	\$ 300.00
1	BC Coliseum - Caterpillar - Year 1 Insp 2 - PM	\$ 2,205.00
2	BC Coliseum - Caterpillar - Year 2 Insp 1	\$ 300.00
2	BC Coliseum - Caterpillar - Year 2 Insp 2 - PM	\$ 2,205.00
1	Coroner Bldg. - Caterpillar - Year 1 Insp 1	\$ 125.00
1	Coroner Bldg. - Caterpillar - Year 1 Insp 2 - PM	\$ 230.00
2	Coroner Bldg. - Caterpillar - Year 2 Insp 1	\$ 125.00
2	Coroner Bldg. - Caterpillar - Year 2 Insp 2 - PM	\$ 230.00
1	BRATS - Kohler - Year 1 Insp 1	\$ 125.00
1	BRATS - Kohler - Year 1 Insp 2 - PM	\$ 340.00
2	BRATS - Kohler - Year 2 Insp 1	\$ 125.00
2	BRATS - Kohler - Year 2 Insp 2 - PM	\$ 340.00
1	Central Annex - Kohler - Year 1 Insp 1	\$ 190.00
1	Central Annex - Kohler - Year 1 Insp 2 - PM	\$ 590.00
2	Central Annex - Kohler - Year 2 Insp 1	\$ 190.00
2	Central Annex - Kohler - Year 2 Insp 2 - PM	\$ 590.00
1	Central Annex II - Caterpillar - Year 1 Insp 1	\$ 210.00
1	Central Annex II - Caterpillar - Year 1 Insp 2 - PM	\$ 1,150.00
2	Central Annex II - Caterpillar - Year 2 Insp 1	\$ 210.00
2	Central Annex II - Caterpillar - Year 2 Insp 2 - PM	\$ 1,150.00
1	Area 200 Hwy - Kohler - Year 1 Insp 1	\$ 125.00
1	Area 200 Hwy - Kohler - Year 1 Insp 2 - PM	\$ 245.00
2	Area 200 Hwy - Kohler - Year 2 Insp 1	\$ 125.00
2	Area 200 Hwy - Kohler - Year 2 Insp 2 - PM	\$ 245.00
1	Magnolia Landfill - Kohler - Year 1 Insp 1	\$ 125.00
1	Magnolia Landfill - Kohler - Year 1 Insp 2 - PM	\$ 340.00
2	Magnolia Landfill - Kohler - Year 2 Insp 1	\$ 125.00
2	Magnolia Landfill - Kohler - Year 2 Insp 2 - PM	\$ 340.00
1	Magnolia Landfill - OFNW8 - Year 1 Insp 1	\$ 125.00
2	Magnolia Landfill - OFNW8 - Year 1 Insp 2 - PM	\$ 340.00
1	Magnolia Landfill - OFNW8 - Year 2 Insp 1	\$ 125.00
2	Magnolia Landfill - OFNW8 - Year 2 Insp 2 - PM	\$ 340.00
1	Animal Shelter - Generac - Year 1 Insp 1	\$ 125.00
1	Animal Shelter - Generac - Year 1 Insp 2 - PM	\$ 220.00

WG19-01 - Annual Generator Preventive Maintenance Services**Award Listing****Effective Date: 11/20/2018 thru 11/20/2020**

BIDDERS:		Taylor Power Systems, Inc.
2	Animal Shelter - Generac - Year 2 Insp 1	\$ 125.00
2	Animal Shelter - Generac - Year 2 Insp 2 - PM	\$ 220.00
1	Foley Courthouse - Kohler - Year 1 Insp 1	\$ 180.00
1	Foley Courthouse - Kohler - Year 1 Insp 2 - PM	\$ 415.00
2	Foley Courthouse - Kohler - Year 2 Insp 1	\$ 180.00
2	Foley Courthouse - Kohler - Year 2 Insp 2 - PM	\$ 415.00
1	Foley Courthouse - Generac - Year 1 Insp 1	\$ 180.00
1	Foley Courthouse - Generac - Year 1 Insp 2 - PM	\$ 300.00
2	Foley Courthouse - Generac - Year 2 Insp 1	\$ 180.00
2	Foley Courthouse - Generac - Year 2 Insp 2 - PM	\$ 300.00
1	Area 300 Highway - Kohler - Year 1 Insp 1	\$ 125.00
1	Area 300 Highway - Kohler - Year 1 Insp 2 - PM	\$ 240.00
2	Area 300 Highway - Kohler - Year 2 Insp 1	\$ 125.00
2	Area 300 Highway - Kohler - Year 2 Insp 2 - PM	\$ 240.00
Baldwin County Sheriff & Corrections Center Buildings		
Contact Person Russell Dinkins (251)-654-4909		
1	Sheriff's Maintenance Shop - Generac - Year 1 Insp 1	\$ 125.00
1	Sheriff's Maintenance Shop - Generac - Year 1 Insp 2 - PM	\$ 220.00
2	Sheriff's Maintenance Shop - Generac - Year 2 Insp 1	\$ 125.00
2	Sheriff's Maintenance Shop - Generac - Year 2 Insp 2 - PM	\$ 220.00
1	Sheriff's Support Services - Generac - Year 1 Insp 1	\$ 125.00
1	Sheriff's Support Services - Generac - Year 1 Insp 2 - PM	\$ 220.00
2	Sheriff's Support Services - Generac - Year 2 Insp 1	\$ 125.00
2	Sheriff's Support Services - Generac - Year 2 Insp 2 - PM	\$ 220.00
Corrections Center - Bay Minette		
1	K Block - Dayton - Year 1 Insp 1	\$ 125.00
1	K Block - Dayton - Year 1 Insp 2 - PM	\$ 447.00
2	K Block - Dayton - Year 2 Insp 1	\$ 125.00
2	K Block - Dayton - Year 2 Insp 2 - PM	\$ 447.00
1	Boiler Room - Caterpillar - Year 1 Insp 1	\$ 125.00
1	Boiler Room - Caterpillar - Year 1 Insp 2 - PM	\$ 610.00
2	Boiler Room - Caterpillar - Year 2 Insp 1	\$ 125.00
2	Boiler Room - Caterpillar - Year 2 Insp 2 - PM	\$ 610.00
1	Tower & Admin - Kohler - Year 1 Insp 1	\$ 200.00
1	Tower & Admin - Kohler - Year 1 Insp 2 - PM	\$ 954.00
2	Tower & Admin - Kohler - Year 2 Insp 1	\$ 200.00
2	Tower & Admin - Kohler - Year 2 Insp 2 - PM	\$ 954.00
1	Law Enforcement Services - Generac - Year 1 Insp 1	\$ 125.00
1	Law Enforcement Services - Generac - Year 1 Insp 2 - PM	\$ 235.00
2	Law Enforcement Services - Generac - Year 2 Insp 1	\$ 125.00
2	Law Enforcement Services - Generac - Year 2 Insp 2 - PM	\$ 235.00
1	Command Bus - Kohler - Year 1 Insp 1	\$ 90.00
1	Command Bus - Kohler - Year 1 Insp 2 - PM	\$ 170.00
2	Command Bus - Kohler - Year 2 Insp 1	\$ 90.00
2	Command Bus - Kohler - Year 2 Insp 2 - PM	\$ 170.00
1	Trailer Mounted - Wind Power - Year 1 Insp 1	\$ 90.00
1	Trailer Mounted - Wind Power - Year 1 Insp 2 - PM	\$ 170.00

WG19-01 - Annual Generator Preventive Maintenance Services
Award Listing
Effective Date: 11/20/2018 thru 11/20/2020

BIDDERS:		Taylor Power Systems, Inc.
2	Trailer Mounted - Wind Power - Year 2 Insp 1	\$ 90.00
2	Trailer Mounted - Wind Power - Year 2 Insp 2 - PM	\$ 170.00
1	Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 1	\$ 90.00
1	Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 2 - PM	\$ 145.00
2	Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 1	\$ 90.00
2	Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 2 - PM	\$ 145.00
1	Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 1	\$ 90.00
1	Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 2 - PM	\$ 145.00
2	Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 1	\$ 90.00
2	Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 2 - PM	\$ 145.00
1	Sheriff's Investigation Bldg - Kohler - Year 1 Insp 1	\$ 125.00
1	Sheriff's Investigation Bldg - Kohler - Year 1 Insp 2 - PM	\$ 298.00
2	Sheriff's Investigation Bldg - Kohler - Year 2 Insp 1	\$ 125.00
2	Sheriff's Investigation Bldg - Kohler - Year 2 Insp 2 - PM	\$ 298.00
1	Ft. Jones - Generac - Year 1 Insp 1	\$ 145.00
1	Ft. Jones - Generac - Year 1 Insp 2 - PM	\$ 298.00
1	Ft. Jones - Generac - Year 2 Insp 1	\$ 145.00
2	Ft. Jones - Generac - Year 2 Insp 2 - PM	\$ 298.00
Total Cost Year 1		\$ 21,620.00
Total Cost Year 2		\$ 21,760.00
GRAND TOTAL		\$ 43,380.00
Hourly cost for additional repair work		
	Weekdays M-F	\$99.00
	Evenings	\$148.50
	Evenings begin at	4:00 PM
	Weekends	\$148.50
	Weekends begin at	Sat at 12:AM 198.00 hr.
	Holidays	\$198.00
		Sunday is \$198.00 hr.
		New Years Eve
		Good Friday,
		Memorial Day
		Independence Day,
		Thanksgiving Day &
		day after, Christmas Eve
		Christmas Day
Notes:		
Taylor weekend rate begins Saturday at 12:00AM-11:59PM/Sunday is \$198.00 hour		

WG19-01 - Annual Generator Preventive Maintenance Services
Bid Tabulation

BIDDERS: Power Systems of MS Emergency Systems Services, Inc. ARCCO Company Services, Inc. Thompson Tractor Co., Inc. Taylor Power Systems, Inc. TAW Power System, Inc. Power Secure Service									
North End of Baldwin County									
Contact Person: Junius Long (251)-295-3133 or									
Derrick Crocker (251)-600-9716									
1 Board of Education - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test	
1 Board of Education - Year 1 Insp 2 - PM	\$ 250.00	\$ 325.00	\$ 327.78	\$ 625.00	\$ 300.00	\$ 435.00	\$ 550.00	600	
2 Board of Education - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test	
2 Board of Education - Year 2 Insp 2 - PM	\$ 250.00	\$ 325.00	\$ 327.78	\$ 650.00	\$ 300.00	\$ 435.00	\$ 550.00	600	
1 Juvenile Detention-Kohler-Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 150.00	\$ 190.00	\$ 300.00	Load Bank Test	
1 Juvenile Detention-Kohler-Year 1 Insp 2-PM	\$ 260.00	\$ 325.00	\$ 327.78	\$ 575.00	\$ 300.00	\$ 385.00	\$ 550.00	550	
2 Juvenile Detention-Kohler-Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 150.00	\$ 190.00	\$ 300.00	Load Bank Test	
2 Juvenile Detention-Kohler-Year 2 Insp 2-PM	\$ 260.00	\$ 325.00	\$ 327.78	\$ 600.00	\$ 300.00	\$ 385.00	\$ 550.00	550	
1 Area 100 Hwy-Kohler-Year 1 Insp 1	\$ 200.00	\$ 265.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test	
1 Area 100 Hwy-Kohler-Year 1 Insp 2-PM	\$ 260.00	\$ 375.00	\$ 300.00	\$ 475.00	\$ 245.00	\$ 385.00	\$ 500.00	500	
2 Area 100 Hwy-Kohler-Year 2 Insp 1	\$ 200.00	\$ 265.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test	
2 Area 100 Hwy-Kohler-Year 2 Insp 2-PM	\$ 260.00	\$ 375.00	\$ 300.00	\$ 500.00	\$ 245.00	\$ 385.00	\$ 500.00	500	
1 Bay Minette Courthouse-Kohler-Year 1 Insp1	\$ 200.00	\$ 220.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test	
1 Bay Minette Courthouse -Kohler-Year 1 Insp 2 PM	\$ 260.00	\$ 300.00	\$ 288.89	\$ 425.00	\$ 235.00	\$ 385.00	\$ 450.00	500	
2 Bay Minette Courthouse-Kohler-Year 2 Insp 1	\$ 200.00	\$ 220.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test	
2 Bay Minette Courthouse-Kohler-Year 2 Insp 2 PM	\$ 260.00	\$ 300.00	\$ 288.89	\$ 475.00	\$ 235.00	\$ 385.00	\$ 450.00	500	
1 Annex I & II - Generac-Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test	
1 Annex I & II - Generac-Year 1 Insp 2 - PM	\$ 260.00	\$ 315.00	\$ 300.00	\$ 575.00	\$ 300.00	\$ 435.00	\$ 550.00	600	
2 Annex I & II - Generac-Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test	
2 Annex I & II - Generac- Year 2 Insp 2 - PM	\$ 260.00	\$ 315.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 435.00	\$ 550.00	600	
1 Annex III - Kohler - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test	
1 Annex III - Kohler - Year 1 Insp 2 - PM	\$ 260.00	\$ 300.00	\$ 277.78	\$ 450.00	\$ 225.00	\$ 385.00	\$ 450.00	500	
2 Annex III - Kohler - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test	
2 Annex III - Kohler - Year 2 Insp 2 - PM	\$ 260.00	\$ 300.00	\$ 277.78	\$ 500.00	\$ 225.00	\$ 385.00	\$ 450.00	500	
1 Annex IV (CIS) - Generac - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 180.00	\$ 240.00	\$ 350.00	Load Bank Test	
1 Annex IV (CIS) - Generac - Year 1 Insp 2 - PM	\$ 450.00	\$ 500.00	\$ 355.56	\$ 600.00	\$ 375.00	\$ 485.00	\$ 750.00	1000	
2 Annex IV (CIS) - Generac - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 180.00	\$ 240.00	\$ 350.00	Load Bank Test	
2 Annex IV (CIS) - Generac - Year 2 Insp 2 - PM	\$ 450.00	\$ 500.00	\$ 355.65	\$ 650.00	\$ 375.00	\$ 485.00	\$ 750.00	1000	
1 Commission Admin - Caterpillar - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test	
1 Commission Admin - Caterpillar - Year 1 Insp 2-PM	\$ 450.00	\$ 550.00	\$ 494.44	\$ 600.00	\$ 310.00	\$ 435.00	\$ 550.00	600	
2 Commission Admin - Caterpillar - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test	
2 Commission Admin - Caterpillar - Year 2 Insp 2 - PM	\$ 450.00	\$ 550.00	\$ 494.44	\$ 650.00	\$ 310.00	\$ 435.00	\$ 550.00	600	
1 Archives - Kohler - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test	
1 Archives - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 535.00	\$ 327.78	\$ 600.00	\$ 300.00	\$ 435.00	\$ 550.00	600	
2 Archives - Kohler - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test	
2 Archives - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 535.00	\$ 327.78	\$ 650.00	\$ 300.00	\$ 435.00	\$ 550.00	600	
1 Level II Shelter - Olympian - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 150.00	\$ 215.00	\$ 300.00	Load Bank Test	
1 Level II Shelter - Olympian - Year 1 Insp 2 - PM	\$ 260.00	\$ 325.00	\$ 338.89	\$ 600.00	\$ 300.00	\$ 435.00	\$ 550.00	550	
2 Level II Shelter - Olympian - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 150.00	\$ 215.00	\$ 300.00	Load Bank Test	
2 Level II Shelter - Olympian - Year 2 Insp 2 - PM	\$ 260.00	\$ 325.00	\$ 338.89	\$ 650.00	\$ 300.00	\$ 435.00	\$ 550.00	550	
South End of Baldwin County									

WG19-01 - Annual Generator Preventive Maintenance Services
Bid Tabulation

	BIDDERS:	Power Systems of MS	Emergency Systems Services, Inc.	ARCCO Company Services, Inc.	Thompson Tractor Co., Inc.	Taylor Power Systems, Inc.	TAW Power System, Inc.	Power Secure Service	
1	Emergency Management - Generac -Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 222.22	\$ 300.00	\$ 175.00	\$ 240.00	\$ 300.00	Load Bank Test
1	Emergency Management - Generac -Year 1 Insp 2 - PM	\$ 450.00	\$ 465.00	\$ 416.67	\$ 600.00	\$ 590.00	\$ 485.00	\$ 750.00	1000
2	Emergency Management - Generac -Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 222.22	\$ 350.00	\$ 175.00	\$ 240.00	\$ 300.00	Load Bank Test
2	Emergency Management - Generac -Year 2 Insp 2 - PM	\$ 450.00	\$ 465.00	\$ 416.67	\$ 650.00	\$ 590.00	\$ 485.00	\$ 750.00	1000
1	Emergency Management - Olympia - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 222.22	\$ 300.00	\$ 175.00	\$ 240.00	\$ 300.00	Load Bank Test
1	Emergency Management - Olympia - Year 1 Insp 2 - PM	\$ 550.00	\$ 465.00	\$ 416.67	\$ 600.00	\$ 590.00	\$ 485.00	\$ 750.00	1000
2	Emergency Management - Olympia - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 222.22	\$ 350.00	\$ 175.00	\$ 240.00	\$ 300.00	Load Bank Test
2	Emergency Management - Olympia - Year 2 Insp 2 - PM	\$ 550.00	\$ 465.00	\$ 416.67	\$ 650.00	\$ 590.00	\$ 485.00	\$ 750.00	1000
1	Emergency Management - Generac -Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
1	Emergency Management - Generac -Year 1 Insp 2 - PM	\$ 250.00	\$ 260.00	\$ 361.11	\$ 400.00	\$ 220.00	\$ 385.00	\$ 450.00	500
2	Emergency Management - Generac -Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
2	Emergency Management - Generac -Year 2 Insp 2 - PM	\$ 250.00	\$ 260.00	\$ 361.11	\$ 450.00	\$ 220.00	\$ 385.00	\$ 450.00	500
1	Emergency Management Trailer Mounted-Kohler-Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
1	Emergency Management Trailer Mounted-Kohler-Year 1 Insp 2-F	\$ 300.00	\$ 330.00	\$ 361.11	\$ 475.00	\$ 343.00	\$ 385.00	\$ 500.00	500
2	Emergency Management Trailer Mounted-Kohler-Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
2	Emergency Management Trailer Mounted Kohler-Year 2 Insp 2-F	\$ 300.00	\$ 330.00	\$ 361.11	\$ 525.00	\$ 343.00	\$ 385.00	\$ 500.00	500
1	Fairhope Courthouse - Cummins - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
1	Fairhope Courthouse - Cummins - Year 1 Insp 2 - PM	\$ 350.00	\$ 550.00	\$ 388.89	\$ 600.00	\$ 415.00	\$ 385.00	\$ 550.00	600
2	Fairhope Courthouse - Cummins - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
2	Fairhope Courthouse - Cummins - Year 2 Insp 2 - PM	\$ 350.00	\$ 550.00	\$ 388.89	\$ 650.00	\$ 415.00	\$ 385.00	\$ 550.00	600
1	Fairhope Courthouse - Generac - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 125.00	\$ 215.00	\$ 300.00	Load Bank Test
1	Fairhope Courthouse - Generac - Year 1 Insp 2 - PM	\$ 260.00	\$ 325.00	\$ 388.89	\$ 600.00	\$ 300.00	\$ 435.00	\$ 550.00	600
2	Fairhope Courthouse - Generac - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 125.00	\$ 215.00	\$ 300.00	Load Bank Test
2	Fairhope Courthouse - Generac - Year 2 Insp 2 - PM	\$ 260.00	\$ 325.00	\$ 388.89	\$ 650.00	\$ 300.00	\$ 435.00	\$ 550.00	600
1	BC Coliseum - Caterpillar - Year 1 Insp 1	\$ 250.00	\$ 250.00	\$ 277.78	\$ 300.00	\$ 300.00	\$ 438.00	\$ 500.00	Load Bank Test
1	BC Coliseum - Caterpillar - Year 1 Insp 2 - PM	\$ 1,500.00	\$ 850.00	\$ 1,222.22	\$ 1,200.00	\$ 2,205.00	\$ 887.00	\$ 800.00	1800
2	BC Coliseum - Caterpillar - Year 2 Insp 1	\$ 250.00	\$ 250.00	\$ 277.78	\$ 350.00	\$ 300.00	\$ 438.00	\$ 500.00	Load Bank Test
2	BC Coliseum - Caterpillar - Year 2 Insp 2 - PM	\$ 1,500.00	\$ 850.00	\$ 1,222.22	\$ 1,250.00	\$ 2,205.00	\$ 887.00	\$ 800.00	1800
1	Coroner Bldg. - Caterpillar - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 268.00	\$ 300.00	Load Bank Test
1	Coroner Bldg. - Caterpillar - Year 1 Insp 2 - PM	\$ 260.00	\$ 225.00	\$ 277.78	\$ 450.00	\$ 230.00	\$ 542.00	\$ 450.00	500
2	Coroner Bldg. - Caterpillar - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 268.00	\$ 300.00	Load Bank Test
2	Coroner Bldg. - Caterpillar - Year 2 Insp 2 - PM	\$ 260.00	\$ 225.00	\$ 277.78	\$ 500.00	\$ 230.00	\$ 542.00	\$ 450.00	500
1	BRATS - Kohler - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
1	BRATS - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 275.00	\$ 277.78	\$ 400.00	\$ 340.00	\$ 385.00	\$ 500.00	500
2	BRATS - Kohler - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
2	BRATS - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 275.00	\$ 277.78	\$ 450.00	\$ 340.00	\$ 385.00	\$ 500.00	500
1	Central Annex - Kohler - Year 1 Insp 1	\$ 200.00	\$ 200.00	\$ 277.78	\$ 300.00	\$ 190.00	\$ 438.00	\$ 500.00	Load Bank Test
1	Central Annex - Kohler - Year 1 Insp 2 - PM	\$ 450.00	\$ 535.00	\$ 555.56	\$ 800.00	\$ 590.00	\$ 887.00	\$ 800.00	1800
2	Central Annex - Kohler - Year 2 Insp 1	\$ 200.00	\$ 200.00	\$ 277.78	\$ 350.00	\$ 190.00	\$ 438.00	\$ 500.00	Load Bank Test
2	Central Annex - Kohler - Year 2 Insp 2 - PM	\$ 450.00	\$ 535.00	\$ 555.56	\$ 850.00	\$ 590.00	\$ 887.00	\$ 800.00	1800
1	Central Annex II - Caterpillar - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 277.78	\$ 300.00	\$ 210.00	\$ 268.00	\$ 400.00	Load Bank Test
1	Central Annex II - Caterpillar - Year 1 Insp 2 - PM	\$ 620.00	\$ 1,125.00	\$ 694.44	\$ 950.00	\$ 1,150.00	\$ 542.00	\$ 800.00	1500
2	Central Annex II - Caterpillar - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 277.78	\$ 350.00	\$ 210.00	\$ 268.00	\$ 400.00	Load Bank Test
2	Central Annex II - Caterpillar - Year 2 Insp 2 - PM	\$ 620.00	\$ 1,125.00	\$ 694.44	\$ 1,000.00	\$ 1,150.00	\$ 542.00	\$ 800.00	1500
1	Area 200 Hwy - Kohler - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
1	Area 200 Hwy - Kohler - Year 1 Insp 2 - PM	\$ 260.00	\$ 300.00	\$ 277.78	\$ 500.00	\$ 245.00	\$ 385.00	\$ 500.00	500
2	Area 200 Hwy - Kohler - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test

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Bid Tabulation

BIDDERS: Power Systems of MS Emergency Systems Services, Inc. ARCCO Company Services, Inc. Thompson Tractor Co., Inc. Taylor Power Systems, Inc. TAW Power System, Inc. Power Secure Service										
2 Area 200 Hwy - Kohler - Year 2 Insp 2 - PM	\$ 260.00	\$ 300.00	\$ 277.78	\$ 550.00	\$ 245.00	\$ 385.00	\$ 500.00	500		
1 Magnolia Landfill - Kohler - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
1 Magnolia Landfill - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 330.00	\$ 277.78	\$ 400.00	\$ 340.00	\$ 385.00	\$ 450.00	500		
2 Magnolia Landfill - Kohler - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 Magnolia Landfill - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 330.00	\$ 277.78	\$ 450.00	\$ 340.00	\$ 385.00	\$ 450.00	500		
1 Magnolia Landfill - OFNW8 - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 Magnolia Landfill - OFNW8 - Year 1 Insp 2 - PM	\$ 350.00	\$ 350.00	\$ 277.78	\$ 400.00	\$ 340.00	\$ 385.00	\$ 500.00	500		
1 Magnolia Landfill - OFNW8 - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 Magnolia Landfill - OFNW8 - Year 2 Insp 2 - PM	\$ 350.00	\$ 350.00	\$ 277.78	\$ 450.00	\$ 340.00	\$ 385.00	\$ 500.00	500		
1 Animal Shelter - Generac - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
1 Animal Shelter - Generac - Year 1 Insp 2 - PM	\$ 260.00	\$ 225.00	\$ 277.78	\$ 400.00	\$ 220.00	\$ 385.00	\$ 450.00	500		
2 Animal Shelter - Generac - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 Animal Shelter - Generac - Year 2 Insp 2 - PM	\$ 260.00	\$ 225.00	\$ 277.78	\$ 450.00	\$ 220.00	\$ 385.00	\$ 450.00	500		
1 Foley Courthouse - Kohler - Year 1 Insp 1	\$ 200.00	\$ 200.00	\$ 222.22	\$ 300.00	\$ 180.00	\$ 190.00	\$ 300.00	Load Bank Test		
1 Foley Courthouse - Kohler - Year 1 Insp 2 - PM	\$ 340.00	\$ 400.00	\$ 338.89	\$ 500.00	\$ 415.00	\$ 385.00	\$ 550.00	600		
2 Foley Courthouse - Kohler - Year 2 Insp 1	\$ 200.00	\$ 200.00	\$ 222.22	\$ 350.00	\$ 180.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 Foley Courthouse - Kohler - Year 2 Insp 2 - PM	\$ 340.00	\$ 400.00	\$ 338.89	\$ 550.00	\$ 415.00	\$ 385.00	\$ 550.00	600		
1 Foley Courthouse - Generac - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 222.22	\$ 300.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test		
1 Foley Courthouse - Generac - Year 1 Insp 2 - PM	\$ 260.00	\$ 295.00	\$ 361.11	\$ 600.00	\$ 300.00	\$ 435.00	\$ 550.00	600		
2 Foley Courthouse - Generac - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 222.22	\$ 350.00	\$ 180.00	\$ 215.00	\$ 300.00	Load Bank Test		
2 Foley Courthouse - Generac - Year 2 Insp 2 - PM	\$ 260.00	\$ 295.00	\$ 361.11	\$ 650.00	\$ 300.00	\$ 435.00	\$ 550.00	600		
1 Area 300 Highway - Kohler - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
1 Area 300 Highway - Kohler - Year 1 Insp 2 - PM	\$ 260.00	\$ 285.00	\$ 305.56	\$ 450.00	\$ 240.00	\$ 385.00	\$ 450.00	500		
2 Area 300 Highway - Kohler - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 Area 300 Highway - Kohler - Year 2 Insp 2 - PM	\$ 260.00	\$ 285.00	\$ 305.56	\$ 500.00	\$ 240.00	\$ 385.00	\$ 450.00	500		
Baldwin County Sheriff & Corrections Center Buildings										
Contact Person John Henry (251)-239-0686										
1 Sheriff's Maintenance Shop - Generac - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
1 Sheriff's Maintenance Shop - Generac - Year 1 Insp 2 - PM	\$ 250.00	\$ 250.00	\$ 277.78	\$ 375.00	\$ 220.00	\$ 385.00	\$ 450.00	500		
2 Sheriff's Maintenance Shop - Generac - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 Sheriff's Maintenance Shop - Generac - Year 2 Insp 2 - PM	\$ 250.00	\$ 250.00	\$ 277.78	\$ 425.00	\$ 220.00	\$ 385.00	\$ 450.00	500		
1 Sheriff's Support Services - Generac - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
1 Sheriff's Support Services - Generac - Year 1 Insp 2 - PM	\$ 250.00	\$ 265.00	\$ 277.78	\$ 375.00	\$ 220.00	\$ 385.00	\$ 450.00	500		
2 Sheriff's Support Services - Generac - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 Sheriff's Support Services - Generac - Year 2 Insp 2 - PM	\$ 250.00	\$ 265.00	\$ 277.78	\$ 425.00	\$ 220.00	\$ 385.00	\$ 450.00	500		
Corrections Center - Bay Minette										
1 K Block - Dayton - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
1 K Block - Dayton - Year 1 Insp 2 - PM	\$ 250.00	\$ 260.00	\$ 277.78	\$ 350.00	\$ 447.00	\$ 385.00	\$ 450.00	500		
2 K Block - Dayton - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test		
2 K Block - Dayton - Year 2 Insp 2 - PM	\$ 250.00	\$ 260.00	\$ 277.78	\$ 400.00	\$ 447.00	\$ 385.00	\$ 450.00	500		
1 Boiler Room - Caterpillar - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 300.00	\$ 125.00	\$ 215.00	\$ 300.00	Load Bank Test		
1 Boiler Room - Caterpillar - Year 1 Insp 2 - PM	\$ 400.00	\$ 425.00	\$ 388.89	\$ 600.00	\$ 610.00	\$ 435.00	\$ 550.00	550		

WG19-01 - Annual Generator Preventive Maintenance Services
Bid Tabulation

	BIDDERS: Power Systems of MS	Emergency Systems Services, Inc.	ARCCO Company Services, Inc.	Thompson Tractor Co., Inc.	Taylor Power Systems, Inc.	TAW Power System, Inc.	Power Secure Service	
2 Boiler Room - Caterpillar - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 222.22	\$ 350.00	\$ 125.00	\$ 215.00	\$ 300.00	Load Bank Test
2 Boiler Room - Caterpillar - Year 2 Insp 2 - PM	\$ 400.00	\$ 425.00	\$ 388.89	\$ 650.00	\$ 610.00	\$ 435.00	\$ 550.00	550
1 Tower & Admin - Kohler - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 277.78	\$ 300.00	\$ 200.00	\$ 240.00	\$ 400.00	Load Bank Test
1 Tower & Admin - Kohler - Year 1 Insp 2 - PM	\$ 750.00	\$ 675.00	\$ 638.89	\$ 950.00	\$ 954.00	\$ 485.00	\$ 600.00	1500
2 Tower & Admin - Kohler - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 277.78	\$ 350.00	\$ 200.00	\$ 240.00	\$ 400.00	Load Bank Test
2 Tower & Admin - Kohler - Year 2 Insp 2 - PM	\$ 750.00	\$ 675.00	\$ 638.89	\$ 1,000.00	\$ 954.00	\$ 485.00	\$ 600.00	1500
1 Law Enforcement Services - Generac - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
1 Law Enforcement Services - Generac - Year 1 Insp 2 - PM	\$ 260.00	\$ 225.00	\$ 288.89	\$ 425.00	\$ 235.00	\$ 385.00	\$ 450.00	500
2 Law Enforcement Services - Generac - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
2 Law Enforcement Services - Generac - Year 2 Insp 2 - PM	\$ 260.00	\$ 225.00	\$ 288.89	\$ 475.00	\$ 235.00	\$ 385.00	\$ 450.00	500
1 Command Bus - Kohler - Year 1 Insp 1	\$ 200.00	\$ 225.00	\$ 166.67	\$ 300.00	\$ 90.00	\$ 177.00	\$ 300.00	Load Bank Test
1 Command Bus - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 290.00	\$ 277.78	\$ 350.00	\$ 170.00	\$ 358.00	\$ 450.00	500
2 Command Bus - Kohler - Year 2 Insp 1	\$ 200.00	\$ 225.00	\$ 166.67	\$ 350.00	\$ 90.00	\$ 177.00	\$ 300.00	Load Bank Test
2 Command Bus - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 290.00	\$ 277.78	\$ 400.00	\$ 170.00	\$ 358.00	\$ 450.00	500
1 Trailer Mounted - Wind Power - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 166.67	\$ 300.00	\$ 90.00	\$ 177.00	\$ 300.00	Load Bank Test
1 Trailer Mounted - Wind Power - Year 1 Insp 2 - PM	\$ 300.00	\$ 300.00	\$ 277.78	\$ 350.00	\$ 170.00	\$ 358.00	\$ 450.00	500
2 Trailer Mounted - Wind Power - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 166.67	\$ 350.00	\$ 90.00	\$ 177.00	\$ 300.00	Load Bank Test
2 Trailer Mounted - Wind Power - Year 2 Insp 2 - PM	\$ 300.00	\$ 300.00	\$ 277.78	\$ 400.00	\$ 170.00	\$ 358.00	\$ 450.00	500
1 Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 1	\$ 100.00	\$ 185.00	\$ 166.67	\$ 215.00	\$ 90.00	\$ 177.00	\$ 275.00	Load Bank Test
1 Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 2 - PM	\$ 150.00	\$ 225.00	\$ 238.89	\$ 300.00	\$ 145.00	\$ 358.00	\$ 400.00	500
2 Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 1	\$ 100.00	\$ 185.00	\$ 166.67	\$ 265.00	\$ 90.00	\$ 177.00	\$ 275.00	Load Bank Test
2 Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 2 - PM	\$ 150.00	\$ 225.00	\$ 238.89	\$ 350.00	\$ 145.00	\$ 358.00	\$ 400.00	500
1 Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 1	\$ 100.00	\$ 185.00	\$ 166.67	\$ 215.00	\$ 90.00	\$ 177.00	\$ 275.00	Load Bank Test
1 Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 2 - PM	\$ 150.00	\$ 225.00	\$ 238.89	\$ 300.00	\$ 145.00	\$ 358.00	\$ 400.00	500
2 Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 1	\$ 100.00	\$ 185.00	\$ 166.67	\$ 265.00	\$ 90.00	\$ 177.00	\$ 275.00	Load Bank Test
2 Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 2 - PM	\$ 150.00	\$ 225.00	\$ 238.89	\$ 350.00	\$ 145.00	\$ 358.00	\$ 400.00	500
1 Sheriff's Investigation Bldg - Kohler - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 200.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
1 Sheriff's Investigation Bldg - Kohler - Year 1 Insp 2 - PM	\$ 260.00	\$ 285.00	\$ 361.11	\$ 475.00	\$ 298.00	\$ 385.00	\$ 500.00	500
2 Sheriff's Investigation Bldg - Kohler - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 250.00	\$ 125.00	\$ 190.00	\$ 300.00	Load Bank Test
2 Sheriff's Investigation Bldg - Kohler - Year 2 Insp 2 - PM	\$ 260.00	\$ 285.00	\$ 361.11	\$ 525.00	\$ 298.00	\$ 385.00	\$ 500.00	500
1 Ft. Jones - Generac - Year 1 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 300.00	\$ 145.00	\$ 190.00	\$ 300.00	Load Bank Test
1 Ft. Jones - Generac - Year 1 Insp 2 - PM	\$ 350.00	\$ 225.00	\$ 361.11	\$ 500.00	\$ 298.00	\$ 385.00	\$ 500.00	500
1 Ft. Jones - Generac - Year 2 Insp 1	\$ 200.00	\$ 185.00	\$ 194.44	\$ 350.00	\$ 145.00	\$ 190.00	\$ 300.00	Load Bank Test
2 Ft. Jones - Generac - Year 2 Insp 2 - PM	\$ 350.00	\$ 225.00	\$ 361.11	\$ 550.00	\$ 298.00	\$ 385.00	\$ 500.00	500
Total Cost Year 1	\$ 21,900.00	\$ 23,400.00	\$ 23,222.17	\$ 33,230.00	\$ 21,620.00	\$ 26,005.00	\$ 34,150.00	
Total Cost Year 2	\$ 21,800.00	\$ 23,360.00	\$ 23,000.06	\$ 36,530.00	\$ 21,760.00	\$ 26,015.00	\$ 33,950.00	
GRAND TOTAL	\$ 43,700.00	\$ 46,760.00	\$ 46,222.23	\$ 69,760.00	\$ 43,380.00	\$ 52,020.00	\$ 68,100.00	
Hourly cost for additional repair work								
Weekdays M-F	\$ 100.00	\$ 80.00	\$ 99.00	\$128.00 hr.	\$99.00	\$95.00	\$95.00	
Evenings	\$ 150.00	\$ 120.00	\$ 148.50	\$192.00 hr.	\$ 148.50	\$ 142.50	\$ 142.50	
Evenings begin at	4:01 PM	4:30 PM	\$ 0.71	3:30 PM	4:00 PM	4:00 PM	4:30 PM	
Weekends	\$ 150.00	\$ 120.00	\$ 148.50	\$ 192.00	\$ 148.50	\$ 142.50	\$ 142.50	

WG19-01 - Annual Generator Preventive Maintenance Services
Bid Tabulation

BIDDERS: Power Systems of MS Emergency Systems Services, Inc. ARCCO Company Services, Inc. Thompson Tractor Co., Inc. Taylor Power Systems, Inc. TAW Power System, Inc. Power Secure Service								
	Weekends begin at	Friday at 4:01 PM	Friday at 4:30 PM	Friday at 5:00 PM	Friday at 3:30 PM	Sat at 12:AM 198.00 hr.	Friday 4:00 PM	4:30 PM/Sundays \$190.00
	Holidays	\$200.00 hr.	\$ 160.00	\$ 198.00	\$ 256.00	\$ 198.00	\$ 142.50	\$ 190.00
		Christmas			New Year Day,	Sunday is \$198.00 hr.	New Years Eve 4:00 PM	Sunday is \$190.00 hr.
		Thanksgiving			Memorial, July 4th	New Years Eve	New Years Day	Thanksgiving
		Labor Day			Labor Day,	Good Friday,	Easter	Christmas Day
		Memorial Day			Thanksgiving Day &	Memorial Day	Memorial Day	Good Friday
		New Years Day			After, Christmas Eve	Independence Day,	Independence Day,	Memorial Day
		Independence Day			& Day	Thanksgiving Day &	Labor Day	Labor Day
				\$ 46,222.23		day after, Christmas Eve	Thanksgiving Day & Day	
					Christmas Day	After, Christmas Eve & Day		
	Bid Bond: Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Insurance:	Yes	No	No	Yes	Yes	Yes	Yes
	Notes:							
	Taylor weekend rate begins Saturday at 12:00AM-11:59PM/Sunday is \$198.00 hour							
	Power Secure Service: Proposed Service Rates for 2 Year Contract Period							
	Technical Lead: Labor Rate (Normal Business Hours: \$95.00 Hour), Labor Rate Premium (Off Business Hours \$142.50 OBH, \$190.00 Sunday/Holiday)							
	Technical Staff: Labor Rate Regular \$95.00 Hour, Labor Rate Premium \$142.50 OBH, \$190.00 Sunday/Holiday							
	Markup % shall be for materials and expenses required for services not provided in PM.							
	Material Mark-up % 35%; Expense Mark up% 35%							
	Mileage Rate: \$1.25 per mile							
	other costs per site as required , such as site management fee per contract period, call-out fee for emergency work, etc. Document and note each additional costs, provide additional sheets as							
	other costs.							
	Exceptions:							
	Thompson Tractor:							
	Thompson Power Systems takes exception to the coolant/antifreeze change once per unit during the contract period, when required.							
	Their quote doesn't include cost to change the coolant, if or when it's needed, we will provide a quote at that time.							

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, October 16, 2018, the COUNTY authorized staff to solicit bids for the Annual Generator Preventive Maintenance Services; and

Whereas, staff solicited bids with Taylor Power Systems, Inc., presenting the lowest bid to the County.

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: Taylor Power Systems, Inc.
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that

PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services

hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Taylor Power Systems, Inc.
5640 Commerce Blvd., E.
Mobile, AL 36619
ATTN: Luke Brown

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG19-01**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG19-01 – Annual Generator Preventive 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 or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid 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 twenty-four (24) months and commence immediately upon the same date as its full execution, with an option to issue one (1) twelve (12) month contract, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

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

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

COUNTY

ATTEST:

CHARLES F. GRUBER /Date
Chairman

RONALD J. CINK /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2018.

Notary Public
My Commission Expires

NOTARY AND SIGNATURE AND NOTARY PAGE TO FOLLOW
NOTARY AND SIGN

PROVIDER:

Taylor Power Systems, Inc.

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that -
_____ as _____ of Taylor Power Systems, 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 Taylor Power Systems, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires

"ATTACHMENT A"

BID WG19-01 RESPONSE FORM

Annual Generator Preventive Maintenance Services

Page 1 of 4

Date: 10/23/18

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

Company Name: Taylor Power Systems, Inc. (Alabama Secretary of State ID: 049-423)

Address: 5640 Commerce Blvd. E.
Mobile, AL, 36619

Company Rep Luke Brown
(Rep. Name Typed or Printed)

Position: Inside Service Sales

Phone: 251-443-8402

Fax: 251-443-9569

Email: lbrown@taylorpower.com

BID #WG19-01 RESPONSE FORM**Annual Generator Preventive Maintenance Services**

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		Year 1 1 st Inspection	Year 1 2 nd PM	Year 2 1 st Inspection	Year 2 2 nd PM
<u>North End of Baldwin County:</u>					
Contact persons: Junius Long (251) 295-3133 or Derrick Crocker (251) 600-9716					
1. Board of Education	Kohler	<u>180.⁰⁰</u>	<u>300.⁰⁰</u>	<u>180.⁰⁰</u>	<u>300.⁰⁰</u>
2. Juvenile Detention	Kohler	<u>150.⁰⁰</u>	<u>300.⁰⁰</u>	<u>150.⁰⁰</u>	<u>300.⁰⁰</u>
3. Area 100 Highway	Kohler	<u>125.⁰⁰</u>	<u>245.⁰⁰</u>	<u>125.⁰⁰</u>	<u>245.⁰⁰</u>
4. Bay Minette Courthouse	Kohler	<u>125.⁰⁰</u>	<u>235.⁰⁰</u>	<u>125.⁰⁰</u>	<u>235.⁰⁰</u>
5. Annex I & II	Generac	<u>180.⁰⁰</u>	<u>300.⁰⁰</u>	<u>180.⁰⁰</u>	<u>300.⁰⁰</u>
6. Annex III	Kohler	<u>125.⁰⁰</u>	<u>225.⁰⁰</u>	<u>125.⁰⁰</u>	<u>225.⁰⁰</u>
7. Annex IV (CIS)	Generac	<u>180.⁰⁰</u>	<u>375.⁰⁰</u>	<u>180.⁰⁰</u>	<u>375.⁰⁰</u>
8. Commission Admin	Caterpillar	<u>180.⁰⁰</u>	<u>310.⁰⁰</u>	<u>180.⁰⁰</u>	<u>310.⁰⁰</u>
9. Archives	Kohler	<u>180.⁰⁰</u>	<u>300.⁰⁰</u>	<u>180.⁰⁰</u>	<u>300.⁰⁰</u>
10. Level II Shelter	Olympian	<u>150.⁰⁰</u>	<u>300.⁰⁰</u>	<u>150.⁰⁰</u>	<u>300.⁰⁰</u>

South End of Baldwin County:

Contact persons: Junius Long (251) 295-3133 or Brook Wheeler (251) 239-0620

1. Emergency Management	Generac	<u>175.⁰⁰</u>	<u>590.⁰⁰</u>	<u>175.⁰⁰</u>	<u>590.⁰⁰</u>
	Olympia	<u>175.⁰⁰</u>	<u>590.⁰⁰</u>	<u>175.⁰⁰</u>	<u>590.⁰⁰</u>
	Generac	<u>125.⁰⁰</u>	<u>220.⁰⁰</u>	<u>125.⁰⁰</u>	<u>220.⁰⁰</u>
Trailer Mounted	Kohler	<u>125.⁰⁰</u>	<u>343.⁰⁰</u>	<u>125.⁰⁰</u>	<u>343.⁰⁰</u>
2. Fairhope Courthouse	Cummins	<u>125.⁰⁰</u>	<u>415.⁰⁰</u>	<u>125.⁰⁰</u>	<u>415.⁰⁰</u>
	Generac	<u>125.⁰⁰</u>	<u>300.⁰⁰</u>	<u>125.⁰⁰</u>	<u>300.⁰⁰</u>
3. BC Coliseum	Caterpillar	<u>300.⁰⁰</u>	<u>2205.⁰⁰</u>	<u>300.⁰⁰</u>	<u>2205.⁰⁰</u>
4. Coroners Building	Caterpillar	<u>125.⁰⁰</u>	<u>230.⁰⁰</u>	<u>125.⁰⁰</u>	<u>230.⁰⁰</u>
5. BRATS	Kohler	<u>125.⁰⁰</u>	<u>340.⁰⁰</u>	<u>125.⁰⁰</u>	<u>340.⁰⁰</u>
6. Central Annex	Kohler	<u>190.⁰⁰</u>	<u>590.⁰⁰</u>	<u>190.⁰⁰</u>	<u>590.⁰⁰</u>

BID #WG19-01 RESPONSE FORM**Annual Generator Preventive Maintenance Services**

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7. Central Annex II	Caterpillar	<u>210.00</u>	<u>1150.00</u>	<u>210.00</u>	<u>1150.00</u>
8. Area 200 Highway	Kohler	<u>125.00</u>	<u>245.00</u>	<u>125.00</u>	<u>245.00</u>
9. Magnolia Landfill	Kohler	<u>125.00</u>	<u>340.00</u>	<u>125.00</u>	<u>340.00</u>
	OFNW8	<u>125.00</u>	<u>340.00</u>	<u>125.00</u>	<u>340.00</u>
10. Animal Shelter	Generac	<u>125.00</u>	<u>220.00</u>	<u>125.00</u>	<u>220.00</u>
11. Foley Courthouse	Kohler	<u>180.00</u>	<u>415.00</u>	<u>180.00</u>	<u>415.00</u>
	Generac	<u>180.00</u>	<u>300.00</u>	<u>180.00</u>	<u>300.00</u>
12. Area 300 Highway	Kohler	<u>125.00</u>	<u>240.00</u>	<u>125.00</u>	<u>240.00</u>

Baldwin County Sheriff & Corrections Center Buildings

Contact person John Henry (251) 239-0686

13. Sheriff's Maintenance Shop	Generac	<u>125.00</u>	<u>220.00</u>	<u>125.00</u>	<u>220.00</u>
14. Sheriff's Support Services	Generac	<u>125.00</u>	<u>220.00</u>	<u>125.00</u>	<u>220.00</u>
15. Corrections Center					
K-Block	Dayton	<u>125.00</u>	<u>447.00</u>	<u>125.00</u>	<u>447.00</u>
Boiler Room	Caterpillar	<u>125.00</u>	<u>610.00</u>	<u>125.00</u>	<u>610.00</u>
Tower & Admin	Kohler	<u>200.00</u>	<u>954.00</u>	<u>200.00</u>	<u>954.00</u>
16. Law Enforcement Services	Generac	<u>125.00</u>	<u>235.00</u>	<u>125.00</u>	<u>235.00</u>
Command Bus	Kohler	<u>90.00</u>	<u>170.00</u>	<u>90.00</u>	<u>170.00</u>
Trailer Mounted	Wind Power	<u>90.00</u>	<u>170.00</u>	<u>90.00</u>	<u>170.00</u>
Trailer Mounted Light Tower #1	Baldor	<u>90.00</u>	<u>145.00</u>	<u>90.00</u>	<u>145.00</u>
Trailer Mounted Light Tower #2	Baldor	<u>90.00</u>	<u>145.00</u>	<u>90.00</u>	<u>145.00</u>
17. Sheriff's Investigation Bldg.	Kohler	<u>125.00</u>	<u>298.00</u>	<u>125.00</u>	<u>298.00</u>
18. Fort Jones	Generac	<u>145.00</u>	<u>298.00</u>	<u>145.00</u>	<u>298.00</u>

BID #WG19-01 RESPONSE FORM
Annual Generator Preventive Maintenance Services
Page 4 of 4

Total Cost for Year 1: \$ 21,690.00

Total Cost for Year 2: \$ 21,690.00

Grand Total (Both Year)

\$ 43,380.00

Hourly cost for additional repair work:

Weekdays M-F \$ 99.00 hr.

Evenings \$ 148.50 hr. Evenings begin at: 4:00 PM

Weekends \$ 148.50 hr. Weekends begin at: Saturday at 12:00 AM - 11:59 PM / Sunday is 198.00/Hr

Holidays \$ 198.00 hr. List Holidays

Sunday is 198.00/Hr. Holidays - New Years Eve, New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day After Thanksgiving, Christmas Eve, and Christmas Day.

Award will be made by TOTAL COST. Billing to be by site and inspection period. Billing will be accepted only for sites inspected and approved by Project Managers.

A formal contract will also be required from the successful bidder. A sample contract is provided for your review.

Price sheets provided in bid document.

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



Baldwin County Commission

Agenda Action Form

File #: 19-0202, **Version:** 1

Item #: B7

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Fiscal Year 2019 Budget Amendment - Commission Vehicle and Vehicle Related Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the purchase of one (1) new vehicle off the State of Alabama Contract in the amount of \$39,029.00 for Commission District 3 and authorize the Purchasing Director to issue a Purchase Order with the funding to be from Commission General Contingency; and
- 2) Adopt Resolution #2019-021 amending the Fiscal Year 2019 Budget from the Commission General Contingency for the new vehicle purchase for District 3 and for fuel and maintenance of vehicles for District 2 and 3 Commissioners.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: District 3 Commissioner is requesting to purchase a new vehicle for her District. The new vehicle will be purchased off the State of Alabama contract in the amount of \$39,029.00. The funding source is through the Budget Amendment Resolution #2019-021 reclassifying District 3 budget line items in the amount of \$39,029.00 for the new vehicle purchase, fuel and maintenance of vehicle. Staff recommendation is to approve the purchase of one (1) new vehicle off the State of Alabama Contract in the amount of \$39,029.00 and authorize the Purchasing Director to issue a purchase order and adopt Budget Amendment Resolution #2019-021.

FINANCIAL IMPACT

Total cost of recommendation: \$39,029.00

Budget line item(s) to be used: 51105.5290

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: 11/20/19

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

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2019-021
OF THE
BALDWIN COUNTY COMMISSION**

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2019 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
51100.5212.2	Commission District 2 Gas & Oil	1,500	
51100.5212.3	Commission District 3 Gas & Oil	1,500	
51100.5215.2	Commission District 2 Tires	1,500	
51100.5215.3	Commission District 3 Tires	1,500	
51100.5234.2	Commission District 2 Auto Repairs	1,710	
51100.5234.3	Commission District 3 Auto Repairs	1,710	
51100.5272.2	Commission District 2 Auto Insurance	290	
51100.5272.3	Commission District 3 Auto Insurance	290	
51100.5272.4	Commission District 4 Auto Insurance	290	
51100.5500.2	Commission District 2 Capital Outlay	39,029	
51105.5290	Commission Contingency – General Contingency		39,029
51100.5262.2	Commission District 2 Mileage		5,000
51100.5262.3	Commission District 3 Mileage		5,000
51100.5272	Commission Auto Insurance		290

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 20th day of November 2018.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 19-0173, **Version:** 1

Item #: B8

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Wanda Gautney, Purchasing Director; Ronald Jr. Cink, County Administrator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Amendment to Memorandum of Agreement with North Baldwin Utilities for Grant Support Services for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the attached Amendment to the Memorandum of Agreement between the Baldwin County Commission and North Baldwin Utilities for Grant Support Services in the amount of \$25,000.00 plus any out-of-pocket expenses incurred in the performance of the services through September 30, 2019 (the "Initial Term") with an automatic renewal for an additional one (1) year term with the option to cancel with or without cause by either party with thirty (30) days written notice and authorize the Chairman to execute the Amendment to the Memorandum of Agreement.

BACKGROUND INFORMATION

Previous Commission action/date:

3/21/2017 meeting: Approved the attached Memorandum of Agreement between the Baldwin County Commission and North Baldwin Utilities for Grant Support Services in the amount of \$20,000.00 through September 30, 2017 (the "Initial Term") with an automatic renewal for an additional one (1) year term with the option to cancel with or without cause by either party with thirty (30) days written notice and authorized the Chairman to execute the Agreement.

Background: Staff is submitting for Commission approval an Amendment to Memorandum of Agreement from North Baldwin Utilities in the amount of \$25,000.00 plus any out-of-pocket expenses incurred in the performance of the services for providing grant writing support services. The services provided are for researching grant prospects and advising the County of potential grant opportunities, working with County staff to interpret guidelines, helping draft grant proposals and assisting with the close-out of existing County grants. The Amendment shall be in effect until September 30, 2019 with an automatic renewal for an additional one (1) year term under the same terms and conditions as set forth in the original Agreement. The Agreement may be cancelled with or without cause by either party with thirty (30) days written notice. This was budgeted by the Commission the FY19 budget.

FINANCIAL IMPACT

Total cost of recommendation: \$25,000.00

Budget line item(s) to be used: 51725.5150

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: 11/20/2018

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 North Baldwin Utilities

Additional instructions/notes: N/A

FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
NORTH BALDWIN UTILITIES

WHEREAS, the Baldwin County Commission (the "County") and North Baldwin Utilities ("NBU"), previously entered into that certain Memorandum of Agreement ("MOU") dated March 21, 2017;

WHEREAS, NBU provides grant writing services and related support as described therein to the County; and

WHEREAS, pursuant to the MOU the parties desire to amend the MOU in accordance with the terms and conditions set forth herein.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Compensation: Beginning with the Renewal Term commencing on October 1, 2018, the County agrees to compensate NBU in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) during the said Renewal Term, said sum being due and payable, in full, within thirty (30) days of the date hereof. For each Renewal Term thereafter, the County will compensate NBU in the amount of Twenty-Five Thousand and No/ Dollars (\$25,000.00), with said payment being due, in full, within thirty (30) days of the beginning of each succeeding Renewal Term. The County further agrees to reimburse NBU for any out-of-pocket expenses incurred in the performance of the services provided in accordance herewith (i.e., mileage and hotel expenses).

2. All capitalized terms used herein shall have the same meaning as defined in the MOU.

3. The parties may execute this Amendment individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same amendment.

4. The parties hereby agree that an executed facsimile copy of this Amendment may be transmitted to either party and be deemed an original for purposes hereof.

5. As modified herein, all terms and conditions in the MOU shall remain in full force and effect.

BALDWIN COUNTY COMMISSION:

Signed: _____

Date: _____

Chairman

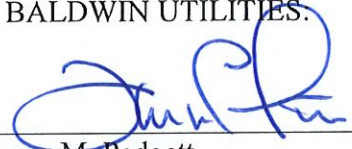
Attest: _____

Date: _____

Ronald J. Cink

County Administrator/Budget Director

NORTH BALDWIN UTILITIES.

Signed:  _____

Date: 10/29/2018

Jason M. Padgett

General Manager/CEO

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tracy L. Rogers, a Notary Public, in and for said County in said State, hereby certify that JASON M. PADGETT, as General Manager/CEO of North Baldwin Utilities, a Public Corporation, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, and with full authority, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 31st day of October, 2018.



MEMORANDUM OF AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
NORTH BALDWIN UTILITIES

WHEREAS, this Memorandum of Agreement (the "Agreement") is entered into by and between the Baldwin County Commission (the "County") and North Baldwin Utilities ("NBU"). Pursuant to this Agreement, NBU will provide grant writing services and related support as described herein to the County.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term and Renewal: This Agreement shall be in effect beginning on the 1st day of March, 2017, and shall continue in effect until the 30th day of September, 2017 (the "Initial Term"). This Agreement shall thereafter automatically renew for additional one (1) year terms ("the "Renewal Terms") under the same terms and conditions as set forth herein. This Agreement may be cancelled, with or without cause, by either party with thirty (30) days notice in writing to the other party. In the event this Agreement is cancelled prior to the expiration of the term then in effect, the fee for the corresponding term shall be pro-rated, and any unearned portion thereof shall be refunded by NBU to the County.

2. Scope of Services: NBU agrees to provide the following services for the County, up to a maximum of 475 man-hours during the Initial Term and in each succeeding Renewal Term:

- a. Research grant prospects and advise the County on potential grant opportunities.
- b. Work with County staff to interpret guidelines and gather material and information necessary for grant submissions.
- c. Draft grant proposals as requested by the County and prepare related matters for submission.
- d. Attend meetings necessary to accomplish the required work.

3. Compensation: The County agrees to compensate NBU in the amount of Twenty Thousand and No/ Dollars (\$20,000.00) during the Initial Term, said sum being due and payable, in full, at the commencement of this Agreement. For each Renewal Term, the County will compensate NBU in the amount of Twenty Thousand and No/ Dollars (\$20,000.00), with said payment being due, in full, within thirty (30) days of the beginning of each Renewal Term. The County further agrees to reimburse NBU for any out-of-pocket expenses incurred in the performance of the services provided in accordance herewith (i.e., mileage and hotel expenses).

4. Independent Contractor: The parties agree that the services rendered under this Agreement shall be performed by NBU as an independent contractor. NBU is responsible for the payment of all taxes and benefits for its employees providing services to the County in accordance herewith.

5. No guarantees: NBU shall perform all duties reasonably requested and agreed to by both parties and shall submit work in good faith. However, NBU does not imply or promise any guarantee that any grant proposal will be funded. Payment pursuant to Paragraph 3, above, is due even if the County does not submit proposal or receive a grant.

6. Amendments: Amendments to this Agreement must be in writing and signed by both parties.

7. Integration Clause: This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

BALDWIN COUNTY COMMISSION:

Signed: _____

T. Christopher Elliott
Chairman

Date: _____

3/21/2017

Attest: _____

Ronald J. Cink
County Administrator/Budget Director

Date: _____

3/21/2017



NORTH BALDWIN UTILITIES:

Signed: [Signature]
Jason M. Padgett
General Manager/CEO

Date: 3-15-2017

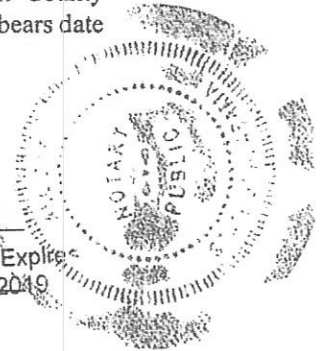
STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the 21st day of March, 2017.

[Signature]
NOTARY PUBLIC
My Commission Expires: October 12, 2019



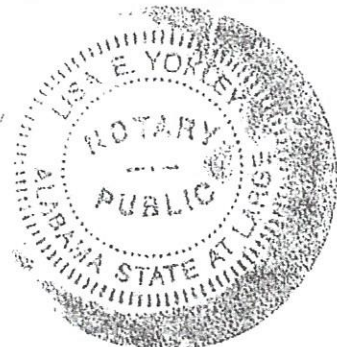
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lisa E. Yorkley, a Notary Public, in and for said County in said State, hereby certify that JASON M. PADGETT, as General Manager/CEO of North Baldwin Utilities, a Public Corporation, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, and with full authority, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 15th day of March, 2017.

[Signature]
NOTARY PUBLIC
My Commission Expires: 1/20/21





Baldwin County Commission

Agenda Action Form

File #: 19-0193, **Version:** 1

Item #: B9

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Architectural Services for the Baldwin County Courthouse Courtroom No. 7 Remodel Located in Bay Minette for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the fee proposal received for architectural services from Adams Stewart Architects, LLC, for the remodel of Courtroom No. 7 in the Baldwin County Courthouse located in Bay Minette, Alabama in the amount of 9% of the cost estimate plus normal reimbursable expenses, and authorize the Chairman to execute the fee proposal.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission approved during the Fiscal Year 2018/2019 budget to remodel Courthouse No. 7 in the Baldwin County Courthouse Located in Bay Minette, Alabama. Staff received a fee proposal from Adams Stewart Architects, LLC, in the amount of 9% of the cost estimate of \$150,000.00 which would be approximately \$13,500.00 plus normal reimbursable expenses. Reimbursable expenses will be invoiced at cost plus a 1.1 multiplier. This shall include but not limited to, any and all travel expenses, printing/shipping cost, and permit fees. N/A

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$13,500.00

Budget line item(s) to be used: 51988.5524

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: 11/20/2018

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 Architect

Additional instructions/notes: N/A

ADAMS STEWART **ARCHITECTS, LLC**

November 5, 2018

Mr. Frank Burt, Chairman
Baldwin County Commission
c/o Mrs. Wanda Gautney, Purchasing Officer
312 Courthouse Square, Suite 15
Bay Minette, Alabama 36507

Re: Baldwin County Courthouse
Courtroom #7 Remodel, Proposal for Services

Chairman Burt,

I sincerely thank you for the opportunity to provide design services for this project and we appreciate your consideration of this proposal.

Scope of Work

Provide As-Built Conditions and renovation construction document for Courtroom #7 for the Baldwin County Courthouse in Bay Minette. This work consists of demolition, construction and installation of millwork for the courtroom area. No work to be conducted for the ceiling or perimeter wall construction. Walls and floors to receive new finishes.

Fees

Estimates for this construction are budgeted at \$150,000.00. See budget estimate provided 8/6/18. The corresponding ABC fee for our work is scheduled at 9%. Final fee will be adjusted to final contract amount. We have excluded the 25% fee increase for Major Renovation since there is no above ceiling, HVAC or Lighting renovations. Therefore, the fee is calculated to be \$13,500.00.

Fee Proposal (\$150,000.00 Budget @ 9.0% Fee)

Schematic Design:	10%	\$1,350.00
Construction Documents:	70%	\$9,450.00
Bidding and Negotiating:	5%	\$675.00
Construction Administration:	15%	\$2,025.00
Fee	100%	\$13,500.00

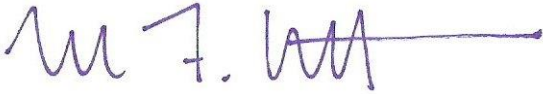
The fee listed above does not include reimbursable expense which shall be invoiced at cost plus a 1.1 multiplier. Reimbursable expenses include, but may not be limited to travel expenses, printing/shipping cost, and permit fees. Our proposed billing schedule will be monthly corresponding to the work completed in the phases above. All invoices shall be due net 30 days.

Schedule and Form of Agreement:

We are prepared to begin our work immediately and upon acceptance of this proposal letter. Should you require, we can generate an AIA B151 Owner Architect Agreement as our basis of contract. Please let me know if we need that.

We appreciate the opportunity to provide our services to you and hope you find this proposal to be acceptable. If you have any questions or need any additional information, please feel free to call me anytime.

Respectfully submitted,

A handwritten signature in purple ink, appearing to read "Todd F. Stewart", with a long horizontal line extending to the right.

Todd F. Stewart
Principal
Adams Stewart Architects, LLC

Cc; Mrs. Wanda Gautney

Should you find this acceptable, please indicate by signing and returning this proposal to our office.

Agreed and accepted by:

Accepted:

Date:

Print Name

Title



Baldwin County Commission

Agenda Action Form

File #: 19-0172, **Version:** 1

Item #: B10

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Rental of One (1) Copy Machine for the Baldwin County Solid Waste Administration Department
Located in Summerdale, Alabama

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreement with Sharp Electronics Corporation for the rental of one (1) new copy/scanner/fax machine
off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Solid Waste Administration Office - Summerdale, AL

Model: MX-6070V

Price: \$219.67/month

Excess Charge/copy: \$0.0054 BW/ \$0.0400 Color

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current copy machine rental agreement for Solid Waste Administration has ended. The old machine will be replaced with new copier, which will be leased off the State of Alabama Contract. Sharp Electronics Corporation has submitted a rental agreement to replace the old copy machine with a new machine. The rental agreement is for thirty-six (36) months and will include all supplies, toner and developer. We are currently paying \$236.28 for their machine. The new cost proposal for the copier will be \$219.67 per month. This is a cost savings of \$199.32 per year.

FINANCIAL IMPACT

Total cost of recommendation: \$2,636.04N/A

Budget line item(s) to be used: 54100.5223

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: State Contract Rental Agreement

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: 11/20/2018

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

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

Additional instructions/notes: N/A

Order # B242

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Baldwin County Solid Waste Dept

Administration Building

15140 County Road 49

Summerdale, AL 36580

TELEPHONE # 251-972-6878

Contact: Terri Graham

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # T190-PA3091-AL04

RATE: Monthly

Base Charge: \$219.67 **Copies** Included N/A **Excess Charge**
Per Copy \$ \$.0054 B/W & \$.0400 Color

3 Yr Equip. Total \$7,908.12

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6070V			
	MX-DE28N			
	MX-FN27N			
	MX-FX15			
		REPLACES S/N 55113978		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR Christine Bush TITLE Senior Government Account Manager DATE 10/25/18



Baldwin County Commission

Agenda Action Form

File #: 19-0185, **Version:** 1

Item #: C1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE

Baldwin Beach Express/I-10 Interchange Lighting Project

STAFF RECOMMENDATION

Discuss the request from the Alabama Department of Transportation (ALDOT) for the Baldwin County Commission to assist in funding the construction and maintenance of a Baldwin Beach Express/I-10 Interchange Lighting project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: A request was received from ALDOT for the County to commit to funding 50% of the costs for the construction of a Baldwin Beach Express/I-10 Interchange Lighting project. ALDOT is also requesting the County to fund maintenance/utility costs after construction. ALDOT has proposed to fund the preliminary engineering (design). The estimated total construction cost is \$1.5 million with the County funding \$750,000.00 (50%). Estimated maintenance cost is \$5,000.00 annually and estimated utility cost is \$14,000.00 annually.

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 Beach Express/I-10 Interchange Lighting Project





Baldwin County Commission

Agenda Action Form

File #: 19-0207, **Version:** 1

Item #: C2

Meeting Type: BCC Work Session

Meeting Date: 11/13/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Crosswalk Striping for the Baldwin County Sheriff's Office and Bay Minette Police Department

STAFF RECOMMENDATION

Approve the Highway Department Stripe Crew to stripe two crosswalks for the Baldwin County Sheriff's Office (BCSO) and Bay Minette Police Department (BMPD) at an estimated cost of \$2,004.30 for labor and equipment.

The BCSO and BMPD will provide materials for the project and be invoiced the actual cost for labor and equipment upon completion of the project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The BMPD and BCSO have requested assistance from the Highway Department for the striping of two crosswalks. The crosswalks will connect the Baldwin County Corrections Center, BMPD and BCSO parking area. The BCSO and BMPD will each pay half of the labor/equipment cost and provide materials for the project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Department - Traffic Operations and Accounting

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

Highway Department Traffic Operations schedule project. Highway Accounting send invoice to Baldwin County Sheriff's Office and Bay Minette Police Department for actual labor and equipment completion of the project.

Contact:

Sheriff Huey Hoss Mack
Baldwin County Sheriff's Department
310 Hand Avenue
Bay Minette, Alabama 36507

Al Tolbert, Chief of Police
Bay Minette Police Department
300 North Hoyle Avenue
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

Baldwin County Highway Department Estimate Sheet

[illegible]



Baldwin County Commission

Agenda Action Form

File #: 19-0123, **Version:** 1

Item #: D1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Kimberly Creech, Clerk/Treasurer

Submitted by: Dana Austin, Staff Accountant

ITEM TITLE

Write-off of Non-Sufficient Funds (NSF) Checks

STAFF RECOMMENDATION

Approve the attached uncollectable NSF checks receivable accounts list for write-offs in the amount of \$64.00

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The accounts listed in the attached spreadsheet all have balances that are uncollectable. All accounts listed have been thoroughly reviewed by the Clerk/Treasurer.

FINANCIAL IMPACT

Total cost of recommendation: \$64.00

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

If this is not a budgeted expenditure, does the recommendation create a need for funding?
The amount is non-material.

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: No

Individual(s) responsible for follow up: 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 Commission

Agenda Action Form

File #: 19-0188, **Version:** 1

Item #: E1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Terri Graham, Development and Environmental Director
Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts

STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$864.10.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background:

Date: 10/16/2018 - Commission approved to write off \$506.85 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: Yes

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
November 2018

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Adams, Ruby	Robertsdale	AL	Deceased - DOD: 07/28/18	\$16.00			
Ferguson, Talina & Kevin	Foley	AL	Deceased - DOD: 06/30/17	\$259.40	X	X	X
Godwin, Heather & Donny	Robertsdale	AL	Deceased - DOD: 06/25/16	\$364.70		X	X
McGill, Brandon	Silverhill	AL	Unable to Locate	\$224.00	X	X	X
				\$0.00			
				864.10			

Life of Account		
Billed	Credited	
Late Fees	Late Fees	Net
100.00	(40.00)	60.00
300.00	(90.00)	210.00
200.00	(150.00)	50.00
130.00	(130.00)	0.00
		0.00



Baldwin County Commission

Agenda Action Form

File #: 19-0205, **Version:** 1

Item #: G1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case No. Z-18041 - Dorgan Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2019-013, which APPROVES Case No. Z-18041 - Dorgan Property, as it pertains to the rezoning of approximately .95 acres, located in Planning (Zoning) District 26, from B-2, Neighborhood Business District, to RSF-4, Single Family District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property is currently zoned B-2, Neighborhood Business District. The designation of RSF-4, Single Family District, has been requested in order to subdivide and create three (3) single family lots. As proposed, the largest lot would be approximately 15,596 square feet, and the smallest would be 12,533 square feet.

The Planning Commission considered this request on October 4, 2018, and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

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

Send Notice of Action to the following:

William J. Dorgan
Post Office Box 1255
Point Clear, Alabama 36564

Additional instructions/notes: Planning and Zoning Department - Update Official Zoning Map.



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-18041

Dorgan Property

Rezone B-2, Neighborhood Business District to RSF-4, Single Family District

November 20, 2018

Subject Property Information

Planning District: 26
General Location: East Side of Scenic Highway 98, Approximately 350-feet South of County Road
Physical Address: N/A
Parcel Numbers: 05-56-03-31-0-000-020.000
05-56-03-31-0-000-020.001
Existing Zoning: B-2, Neighborhood Business District
Proposed Zoning: RSF-4, Single Family District
Existing Land Use: Vacant
Proposed Land Use: Residential
Lot Area: .95 acres +/-
Applicant: William J. Dorgan
Post Office Box 1255
Point Clear, AL 36564
Owner: Same
Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Commercial/Vacant	B-2, Neighborhood Business
South	Residential	RSF-1, Single Family
East	Undeveloped	RSF-1, Single Family
West	Residential	RSF-1, Single Family

Summary

The subject property is currently zoned B-2, Neighborhood Business District. The designation of RSF-4, Single Family District, has been requested in order to subdivide and create three (3) single family lots. As proposed, the largest lot would be approximately 15,596 square feet, and the smallest would be 12,533 square feet.

Section 5.2 B-2, Neighborhood Business District

5.2.1 Purpose and intent. The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.

5.2.2 Permitted uses. The following uses are permitted as of right, or as uses accessory to permitted uses in the B-2, Neighborhood Business District:

- | | |
|--|---------------------------|
| (a) All uses permitted by right under the B-1 zoning designation | (pp) Sign shop |
| (b) Antique store | (qq) Sporting goods store |
| (c) Apparel and accessory store | (rr) Tailor shop |
| (d) Appliance store including repair | (ss) Tobacco store |
| (e) Art gallery or museum | (tt) Toy store |
| (f) Art supplies | |
| (g) Bait store | |
| (h) Bakery retail | |
| (i) Bed and breakfast or tourist home | |
| (j) Bicycle sales and service | |
| (k) Boarding, rooming or lodging house, dormitory | |
| (l) Book store | |
| (m) Café | |
| (n) Camera and photo shop | |
| (o) Candy store | |
| (p) Car wash | |
| (q) Catering shop or service | |
| (r) Copy shop | |
| (s) Delicatessen | |
| (t) Discount/variety store (not to exceed 8,000 square feet) | |
| (u) Drug store (not to exceed 8,000 square feet) | |
| (v) Fixture sales | |
| (w) Floor covering sales or service | |
| (x) Florist | |
| (y) Fraternity or sorority house | |
| (z) Fruit and produce store | |
| (aa) Gift shop | |
| (bb) Hardware store, retail | |
| (cc) Ice cream parlor | |
| (dd) Interior decorating shop | |
| (ee) Laundry, self service | |
| (ff) Lawnmower sales and service | |
| (gg) Locksmith | |
| (hh) Music store | |
| (ii) Neighborhood convenience store | |
| (jj) News stand | |
| (kk) Paint and wallpaper store | |
| (ll) Picture framing and/or mirror silvering | |
| (mm) Restaurant | |
| (nn) Shoe repair shop | |
| (oo) Shoe store | |

5.2.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-2, Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*:

- (a) Air conditioning sales and service
- (b) Amusement arcade
- (c) Animal clinic/kennels
- (d) Arboretum
- (e) Ball field
- (f) Business machine sales and service
- (g) Car wash
- (h) Country club
- (i) Discount/variety store (exceeding 8,000 square feet)
- (j) Drug store (exceeding 8,000 square feet)
- (k) Exterminator service office
- (l) Golf course
- (m) Liquor store
- (n) Mini-warehouse
- (o) Night club, bar, tavern
- (p) Office equipment and supplies sales
- (q) Park or playground
- (r) Pawn shop
- (s) Pet shop
- (t) Plumbing shop
- (u) Restaurant sales and supplies
- (v) Riding academy
- (w) Rug and/or drapery cleaning service
- (x) Seafood store
- (y) Swimming pool (outdoor)
- (z) Tennis court (outdoor)
- (aa) Water storage tank
- (bb) Wildlife sanctuary
- (cc) Wireless telecommunication facility
- (dd) Dwellings, in combination with commercial uses, subject to the standards listed under *Section 5.2.4: Mixed uses*

5.2.4 *Mixed uses.* Mixed residential and commercial uses may be permissible as conditional uses in the B-2 Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.
- (b) The residential uses shall be designed so that they are compatible with the commercial uses.
- (c) Residential and commercial uses shall not occupy the same floor of a building.
- (d) Residential and commercial uses shall not share the same entrances.
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre.
- (f) Building height shall not exceed three stories.

(g) A minimum of 30 percent of the mixed use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).

(h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.

(i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See *Article 15: Parking and Loading Requirements*).

Proposed Zoning Requirements

Section 4.5 RSF-4, Single Family District

4.5.1 *Generally.* This zoning designation is provided to afford the opportunity for the choice of a moderate density residential development consisting of single family homes.

4.5.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.5.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.5.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.5.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Agency Comments

Permit/Subdivision Manager, Seth Peterson: Scenic Highway 98 is classified as a minor arterial. Please note, the Highway Construction Setback is 100-feet from the centerline of Scenic Highway 98.

Baldwin County Highway Department, Frank Lundy: No comments.

ADEM (J. Scott Brown):

Good morning DJ:

Based on a desktop review, these lots are located in the coastal area (ADEM Admin. Code r. 335-8-1-.02[k]) and contain coastal wetlands which are regulated coastal resources. Therefore, any activity impacting any portion of wetlands located on these lots is regulated under ADEM Admin. Code r. 335-8-2-.02. The applicant should be made aware that dredging or filling any areas on the parcels which are or could be delineated as wetlands (ADEM Admin. Code r. 335-8-1-.02[nnn]) requires prior review and approval by both the U.S. Army Corps of Engineers and the ADEM. Unauthorized impacts to any wetlands on these parcels would be subject to enforcement action by the ADEM.

v/r,

J. Scott Brown, Chief

Mobile Branch Office

Field Operations Division

ADEM

251.304.1176

Municipality (City of Fairhope): This application is within the City of Fairhope’s Planning Jurisdiction and will therefore require City approval.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently vacant. The property adjoins Scenic Highway 98 to the west. The adjoining properties are residential, commercial and undeveloped.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 26 was approved by the County Commission on September 1, 1993. The majority of residential lots throughout Planning District 26 are either zoned RSF-1 or RSF-2. With a few exceptions, this has remained relatively constant. It should be noted that the RSF-4 designation did not exist when the original zoning was approved. It was originally created in 2006 (then known as R-4(sf), Single Family District), with the nomenclature being changed to the current RSF-4 in 2009. It is possible that if RSF-4 had been available at an earlier date, it would have been applied in Planning District 26.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Commercial for the subject property. If the rezoning is approved, the Future Land Use Map will be amended to reflect a designation of Residential.

4.) Will the proposed change conflict with existing or planned public improvements?

No conflicts.

5.) Will the proposed change adversely affect traffic patterns or congestion?

The property is currently vacant. As a result, any new development, whether commercial or residential, will bring about an increase in traffic. With commercial development, the exact impact would be difficult to ascertain because it would be dependent upon the nature of the specific use, as well as other factors such as hours of operation. The impact with residential development would most likely be less than with commercial development.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

See response to Standard Number 1.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent properties are zoned B-2 and RSF-1. The nearest area with a different designation is located directly to the northeast of the subject property. This area, which consists of approximately one (1) acre is zoned RMF-6, Multiple Family District. It includes three (3) lots which were recently subdivided and recorded.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

The majority of the subject property is located within the Point Clear/Battles Wharf Historic District. As a result, any new construction will require the approval of the Baldwin County Architectural Review Board.

Please see Agency Comments, listed above, for wetland issues discussed by ADEM.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate.

Requests for rezoning from commercial to residential designations are typically approved without controversy. The case at hand, however, has generated opposition from nearby property owners. The primary concerns appear to be based on the fact that RSF-4 would allow a minimum lot size of 7500 square feet and a potential density of five (5) lots for the subject property. The applicant has proposed three (3) single family lots. Lot 1 would exceed 15,000 square feet (exceeds RSF-2 minimum area), and Lots 2 and 3 would exceed 12,000 square feet (exceeds RSF-3 minimum area). While it is true that the proposed layout would not be binding upon the applicant, all area and dimensional requirements of RSF-4 must be met if the rezoning is approved. The controlling factor would then be minimum lot width at the building line which would be 60-feet for each lot. With the area requested for rezoning, the applicant only has enough square footage to create three lots which would meet the minimum lot width at the building line standard.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned B-2, Neighborhood Business District. The designation of RSF-4, Single Family District, has been requested in order to subdivide and create three (3) single family lots. As proposed, the largest lot would be approximately 15,596 square feet, and the smallest would be 12,533 square feet.

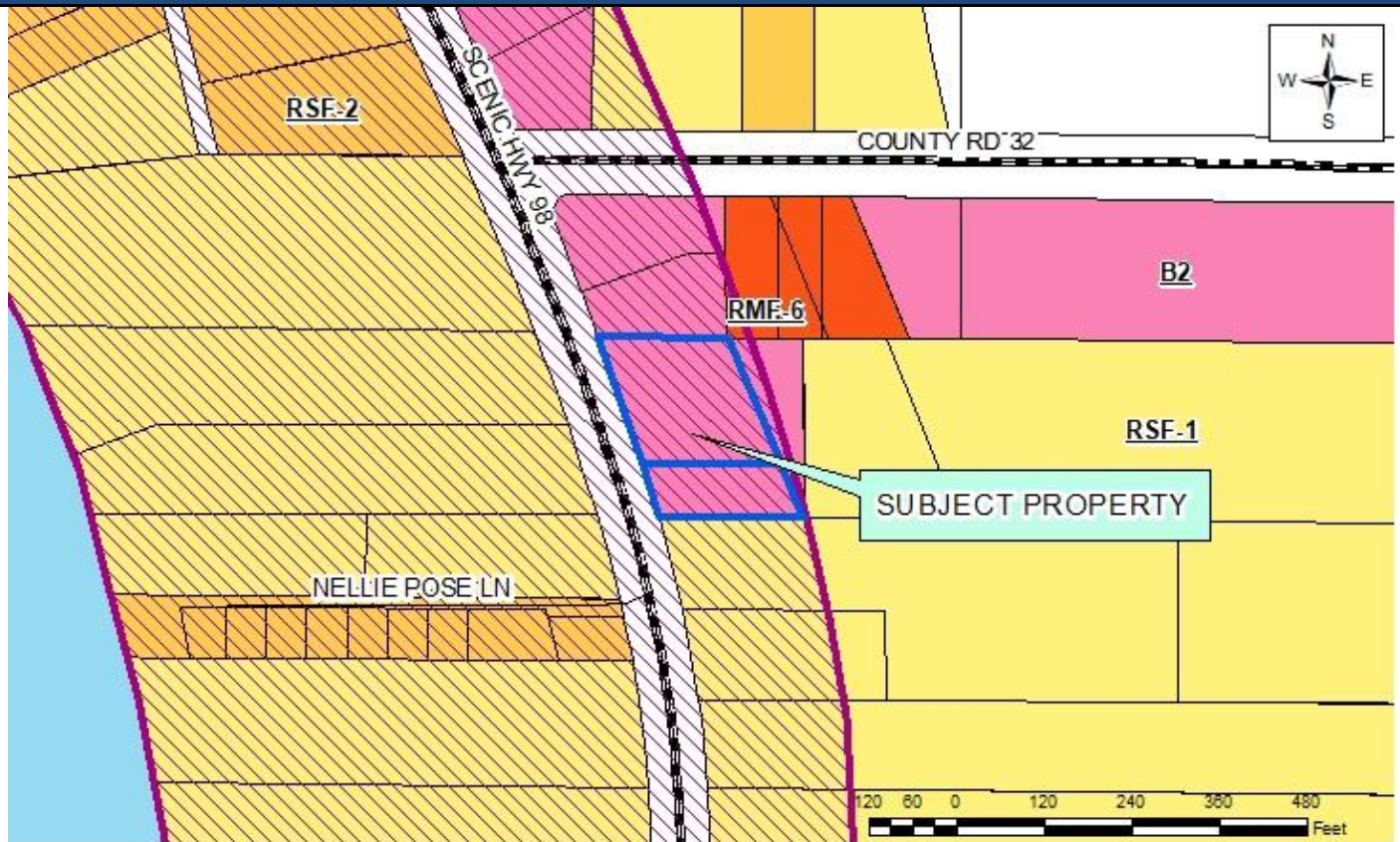
Staff believes that this is a reasonable request which should be **APPROVED**. *

**On rezoning applications, the County Commission will be have the final decision.*



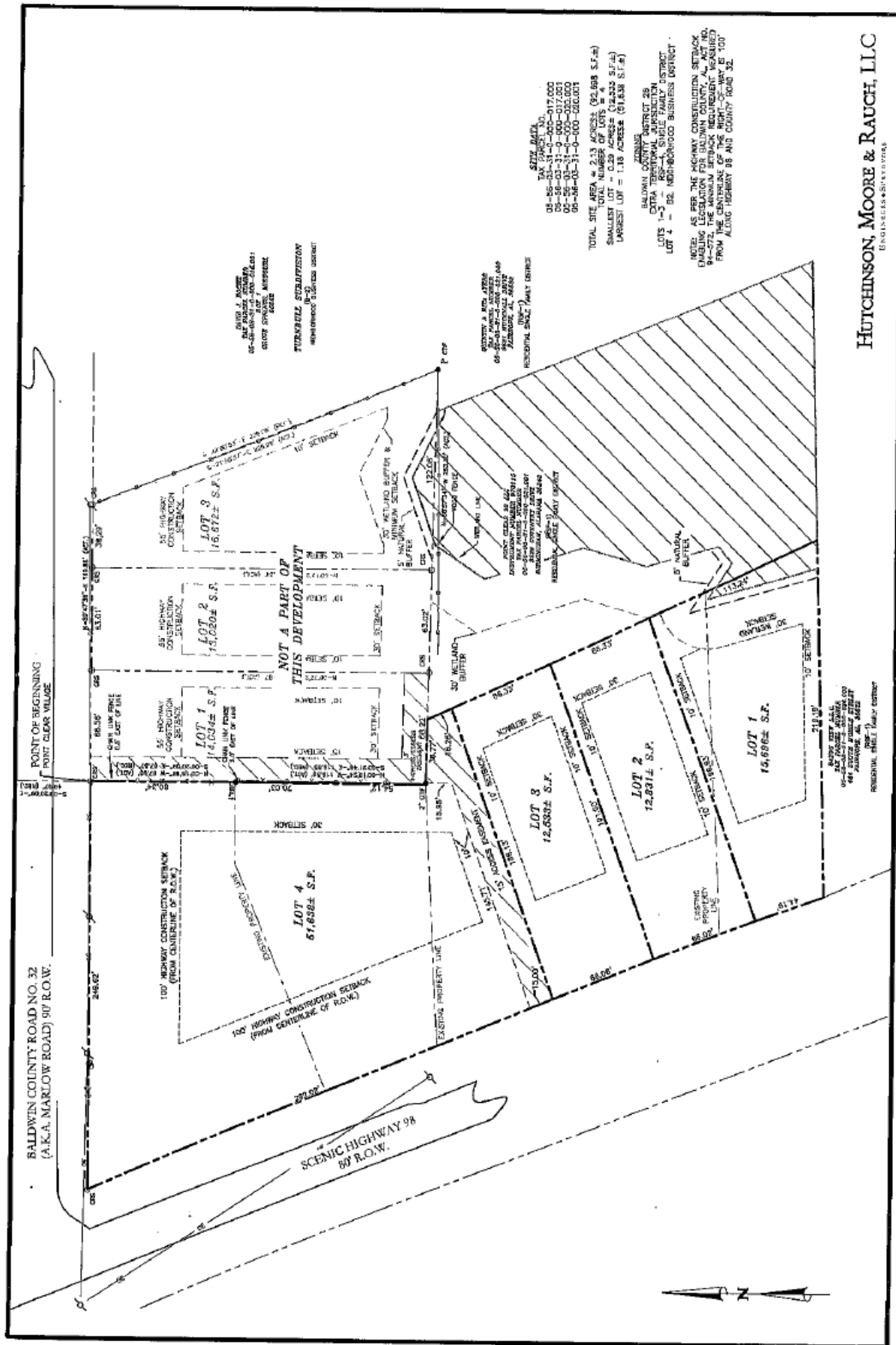


Locator Map



Site Map







POINT CLEAR PROPERTY OWNERS ASSOCIATION, INC.

Board of Directors/Officers

Emilee O. Lyons, Secretary
Allan R. Chason, At Large
Burton Craige, President

James F. Currie, Treasurer
H. R. Key, Vice President
Frank Feagin, At Large

P. O. Box 114
Point Clear, Alabama 36564
pointclearpropertyownersassoc@gmail.com

September 26, 2018

Baldwin County Planning Commission
22251 Palmer Street
Robertsdale, Alabama 36567

Gentlemen:

Re: Case Z-18041 (Dorgan)

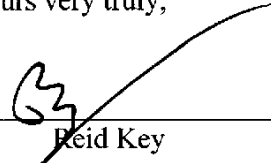
Please accept this as the opposition of Point Clear Property Owners Association to the re-zoning application at issue in the above styled case. After careful consideration of all of the issues, including those set forth in Section 19.6 of the County Zoning Ordinance, our Board of Directors in a special called meeting has voted to oppose the application, including for the following reasons:

1. The change from District B-2 to RSF-4 is not compatible with the existing development pattern or zoning of nearby properties. As is apparent from the attached excerpt of the Planning District 26 Zoning Map, the nearby properties, and in fact, the overwhelming majority of the parcels in Point Clear, are zoned either RSF-1 (30,000 square foot minimum lot size) or RSF-2 (15,000 square foot minimum lot size). We are aware of no property along Scenic Highway 98 in Point Clear which is zoned RSF-4 (7,500 square foot minimum lot size). That is, the existing development pattern and zoning of nearby residential properties is of low density single family residential.
2. The existing zoning in District 26 has remained largely unchanged since its adoption more than 20 years ago. There has been no significant change of conditions from that upon which the original zoning plan was adopted. In fact, the development of Point Clear has remained consistently low density single family residential since the adoption of the zoning ordinance, and for many years prior to that date.
3. The proposed zoning does not conform to the Master Plan. The County Master Plan is for Point Clear to remain predominantly low density single family residential and re-zoning the subject property to RSF-4 would be inconsistent with that Plan.
4. The proposed zoning is not a logical expansion of adjacent zoning districts. Districts to the east, south and west of the subject are currently zoned RSF-1.

Our organization does not oppose a re-zoning of this parcel from B-2 to RSF-2. That change would be consistent with the neighborhood and would allow the subdivision of the subject property into two parcels, instead of the three parcels which would be allowed under RSF-4 zoning.

In opposing this Application, we are confident that we are expressing the wishes of the overwhelming majority of the members of our Association, all of whom are property owners at Point Clear. Thank you for your consideration of our opposition. We encourage you to deny this Application.

Yours very truly,


Reid Key

September 25, 2018

Attention: Baldwin County Planning and Zoning Commission

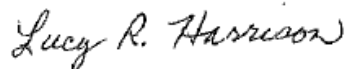
Re: Case No.1804

Dorgan Property

Planning District 26 to rezone

I live at 16935 Scenic Hwy 98 Point Clear, Alabama, directly across from the subject property. I strongly oppose the request to change the zoning to RSF4. This rezoning would be the smallest lots in Pt Clear. Almost all of Pt Clear is zoned R1(30,000 sq.ft) and R2(15,000 sq ft.). These lots would be in R4, which allows lots which are 7500 sq. ft and 60ft in width. This change in zoning would increase the density of the area, which means more traffic; not to mention, additional load on the sewage and added storm management problems. This is not in keeping with the area, and I am asking you to vote NO. Point Clear is a unique area and very desirable. We need to keep it this way! Both residents and tourist love to come here.

Sincerely,

A handwritten signature in cursive script that reads "Lucy R. Harrison".

Lucy R. Harrison (formerly Lucy R. Lyons) which my property is still in this name.

D Hart

From: Daniel Reimer, Sr <dan.e.reimer@gmail.com>
Sent: Tuesday, September 25, 2018 4:42 PM
To: D Hart; Vince Jackson
Subject: Opposition to the Dorgan rezoning request on Scenic Hwy 98

Dear Mr Jackson and Ms Hart,

As nearby property owners at 17215 Scenic Hwy 98, I strongly oppose any change of zoning to allow higher density residential construction in this area. As you are aware there was a huge outcry against the attempted commercialization of another parcel of nearby residential property recently, and that rezoning was eventually defeated. Similarly we do not want houses on 7,500 sq ft property allowed. That is totally inconsistent with the Point Clear area and the approved Master Plan which is clearly low density. See the letter from the PCPOA Board for further specific details.

I oppose the request and hope you will agree it is inappropriate for this community.

Daniel E. Reimer, MD

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-18041

Dorgan Property

Rezone B-2 to RSF-4

10/4/2018

Motion: TO RECOMMEND APPROVAL

Made by: ARTHUR OKEN

Motion Seconded by: BRANDON BIAS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	A	A
Spence Monroe	X	
Kevin Murphy	A	A
Arthur Oken	X	
Daniel Nance	X	
Doug Thomas	A	A
Bonnie Lowry	A	A
Brandon Bias	X	

**The Chairman only votes in the event of a tie.*

*MOTION TO RECOMMEND APPROVAL CARRIED
ON A VOTE OF 4-0*

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 CHAIRMAN SAM DAVIS: All in favor, say aye.

2 (Commission Members say "aye" in unison.)

3 CHAIRMAN SAM DAVIS: All opposed?

4 (No response.)

5 CHAIRMAN SAM DAVIS: Okay. Case P-18006 is
6 tabled until the next meeting. And the public hearing
7 will be postponed until the November meeting as well.

8

9 **8B - CASE Z-18041, DORGAN PROPERTY**

10 CHAIRMAN SAM DAVIS: Okay. The next case is
11 Z-18041, Dorgan Property.

12 MR. VINCE JACKSON: The applicant is requesting
13 to re-zone approximately point-nine-five (.95) acres from
14 B-2, which is the Neighborhood Business District, to
15 RSF-4, which is a Single-Family Designation.

16 The purpose of this re-zoning is to allow the
17 applicant to subdivide and create three (3) single-family
18 lots. As proposed, the largest lot would be
19 approximately fifteen thousand, five hundred and
20 ninety-six (15,596) square feet, and the smallest lot
21 would be approximately twelve thousand, five hundred and
22 thirty-three (12,533) square feet.

23 This property is located on the east side of Scenic
24 Highway 98 approximately three hundred fifty (350) feet
25 south of County Road 32 in Planning District 26.

26 And here is the locator map showing the zoning and
27 the location of the subject property. The area that you
28 see hatched, that is showing the boundaries of the Point

1 Clear Battles Wharf Historic District.

2 Any new construction or any renovations to existing
3 structures would be required to adhere before the Baldwin
4 County Architectural Review Board to ensure that the
5 architectural review standards are met.

6 If you will notice, the subject property involves
7 two (2) lots currently zoned B-2. And the zoning across
8 Scenic 98 is RSF-1. There's RSF-1 to the south and RSF-1
9 to the east.

10 Here is the aerial showing the subject property.

11 And this is a proposed layout of what the applicant would
12 ultimately like to do if the re-zoning is approved.

13 This is simply to show you what their plans are. If
14 this re-zoning is approved, then the applicant will
15 present a subdivision plat.

16 This is in the extraterritorial jurisdiction of the
17 City of Fairhope, so it will need to meet City
18 requirements as well as County requirements.

19 If you will notice, the property to the north, which
20 is shown as Lot 4 -- And, again, you're not being asked
21 to review this tonight. I just want to explain a few
22 things.

23 That corner property would remain commercial. It
24 would remain B-2. If you look to the east of the corner
25 parcel, I believe some of you will recognize that
26 property. That was recently considered. It's the
27 property that Mr. Conner mentioned where we had the
28 depth-to-width ratio a while back.

1 That issue was resolved when the regulations were
2 changed and that requirement was removed. And so these
3 lots were recently recorded. They are not part of this
4 development, but they're included to show how the
5 proposed three (3) lots would somewhat mirror what you
6 have on County Road 32. These are pictures of the
7 subject property and the surrounding properties.

8 And the staff recommends that this be approved. I
9 would point out that this is a re-zoning from commercial
10 to residential. These are typically approved without
11 controversy. However, in this case, we do have
12 controversy.

13 There were some letters that were submitted along
14 with the staff report, which you've received copies of.
15 And there were some additional letters which came in
16 today, which I believe were e-mailed to you all. And I
17 believe you should have hardcopies.

18 I will stop my comments for right now. I believe
19 that there are people here who want to address the
20 Commission. So I will -- I have some additional remarks
21 I've prepared, but I think it would probably be best if
22 we proceed with the public hearing. And then I can
23 return, once the public hearing is closed, and address
24 the concerns and perhaps make additional comments.

25 In the meantime, are there any questions for me?

26 COMMISSION MEMBER SPENCE MONROE: Yes. I have
27 one quick one. And this may come up. Lot 2 appears to
28 have a fair amount of flood zone on it, looking at the

1 flood map stuff.

2 MR. VINCE JACKSON: Are you referring to
3 potential wetlands?

4 COMMISSION MEMBER SPENCE MONROE: Yes. Thank
5 you. Yeah.

6 MR. VINCE JACKSON: Yes, sir. What you see on
7 our maps -- on our aerial photography, it means that
8 there are conditions in the area where there is a
9 potential for wetlands to exist.

10 If you look at the proposed layout, which I have on
11 the screen now, that shows you where the wetlands have
12 actually been identified.

13 And so it's actually -- And I believe at some point
14 in the past, there might have been some fill on these
15 plots many years ago. But what you see on this layout
16 before you is where the wetlands actually are.

17 And they have addressed that primarily on Lot 1
18 where they have shown that they would meet the thirty
19 foot (30) wetland setback.

20 So what you see on our aerial does not necessarily
21 mean that there are actually wetlands there. This map
22 that's before you on the screen is a better
23 representation.

24 COMMISSION MEMBER SPENCE MONROE: Thank you.

25 CHAIRMAN SAM DAVIS: Any other questions for
26 Seth [sic] at this point?

27 (No response.)

28 CHAIRMAN SAM DAVIS: Thank you, Seth [sic].

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 We'll open the public hearing at this point.

2 There's two signed up in favor and two signed up in
3 opposition.

4 Scott Hutchinson, would you like to come up?

5 MR. SCOTT HUTCHINSON: Good evening. I'm Scott
6 Hutchinson with Hutchinson, Moore and Rauch. We're the
7 engineers on the project. And I'll just answer any
8 technical questions that you may have, but Jeff Barnes
9 would like to explain the project to you.

10 CHAIRMAN SAM DAVIS: Okay. So let me just do
11 this. Any questions for Scott at this point?

12 (No response.)

13 CHAIRMAN SAM DAVIS: Otherwise, I'll ask Jeff
14 to come up.

15 If you will, just tell us why you want to go from
16 commercial to residential.

17 MR. JEFF BARNES: Yes, sir. I'm Jeff Barnes.
18 I'm with Sterling Properties. But tonight I'm here as a
19 representative of not only the adjacent property owner
20 but the applicant himself, Mr. Norton.

21 It's convenient that the plat is shown before you,
22 because I think it would help if I could just explain a
23 little bit of the history about why we're asking for
24 RSF-4 and kind of where we've gone with this property.

25 But the three lots that front County Road 32, that's
26 approximately one acre that years ago was sold RMF-6
27 allowing for six units per acre as long as the units were
28 connected.

1 So, by right, we had the right to put six units on
2 that acre. We've subdivided those into those three lots,
3 which would give us rights to put duplexes on each of
4 those lots to get our six units.

5 So my partners and myself are trying to come up with
6 a development plan that would be perceived and embraced,
7 I guess, by the community. And we know that commercial
8 is something that they want to avoid and -- But, you
9 know, we needed to come up with a development plan that
10 would hopefully have worked.

11 And so one of the things that we most recently did,
12 I guess, back in the winter, we came up with a concept to
13 develop three duplexes on each of those three lots
14 fronting County Road 32, which would be, you know, a
15 total of six units.

16 And then we left the corner as just a commercial
17 piece with some conception drawings to show, you know,
18 small, you know, well-done commercial structures. They
19 can't be large because of the parameters.

20 And then the acres to the south is just owned by
21 Mr. Dorgan, which is simply labeled preliminary site plan
22 as future. And so I wanted to get the opinion of the
23 Point Clear residents and naming the Point Clear Property
24 Owner's Association to have a meeting with that group or
25 certain representatives of that group.

26 I showed them kind of a color conceptual plan. And
27 I think the takeaway was, you know, we know you have
28 rights to develop the property. One day, we would like

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 to see, you know, less density, you know, and minimal
2 commercial was the takeaway points, which was no
3 surprise.

4 And so I talked to my partners. We talked to some
5 residential builders. And so we opted to build
6 single-family homes or develop single-family homes on
7 those three lots.

8 We have an arrangement with three local builders.
9 Planning is underway. We've got houses designed, really
10 close to pulling permits. We'll be in a position to do
11 so. And so instead of six units, you know, on those
12 three lots, we're gonna have three single-family homes.

13 And so during this whole process, because of the
14 fact that Mr. Dorgan is an adjacent property owner, he --
15 I wanted to share with him what we were doing. Okay?

16 So when I showed him this -- And at one time, he had
17 plans to develop his B-2 property into a commercial
18 structure of some sort. I wasn't involved at the time
19 but had knowledge of it.

20 I think a lot of people are aware of his wedding
21 business and the fact that he is contemplating a
22 reception hall of some sort there.

23 Anyway, he's no longer in that business. He's, you
24 know, not interested in doing that but would like to
25 participate in a nice development for the community.

26 And he saw what we were doing with the three houses
27 on County Road 32. And he said he would like to do the
28 same thing with a portion of his property with this, once

1 acre -- the point-nine-five (.95) acres that was just
2 before you this evening and build houses there to
3 compliment what we're doing on 32.

4 So I said, well, let's -- And he asked that I would
5 represent him in a sense as the developer and his agent,
6 I guess, to guide him through this development. He said
7 he'll support it. He'll do it. He just doesn't really
8 want to get involved with my initial process.

9 So I hired HMR. They came up with these lots.

10 RSF-4 was selected because a couple of reasons. And I
11 will acknowledge there's not any RSF-4 zoned property in
12 proximity to the site, nor is there any RMH-6.

13 You know, we have RMH-6, which we could have asked
14 for, but I knew that would have been controversial
15 because of the density that that would allow.

16 So RSF-4 seems to be the most logical zoning to
17 allow for the similar and comparable lot width size as
18 what we already had. And the houses would be similar.

19 So that's what the plan was, you know, or is. And
20 so but before we proceeded and before I made application
21 on behalf of Mr. Dorgan to go through this process yet
22 again, you know, I had a couple of meetings with
23 representatives of the Point Clear Property Owner's
24 Association to explain to them what our plan was.

25 And there were some questions about how big are the
26 lots going to be. I explained to them that we were
27 attempting to re-zone to RSF-4. The lots would be, as
28 you see on here, about sixty-six (66) feet wide.

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1 And the size -- You know, as Vince has pointed out,
2 there's a twelve thousand, and five hundred (12,500)
3 square foot lot, there's a twelve thousand, six hundred
4 (12,600) square foot lot, and there's a fifteen thousand
5 (15,000) square foot lot.

6 Minimum lot size in RSF-4 would allow us to do
7 something as small as seventy-five hundred (7,500) square
8 feet. And so I think that's where there's been some -- I
9 won't call it miscommunications. It's just kind of where
10 we are.

11 When I left the last meeting with representatives of
12 the Point Clear Property Owner's Association, they were
13 generally pleased that we were considering down-zoning
14 approximately an acre of land from B-2 to a single-family
15 residential zoning.

16 So I advised Mr. Dorgan to proceed with the
17 application. We paid his fee. We submitted this. And
18 then, you know, Vince notified me of some letters when I
19 got the package.

20 And just in corresponding with him, he notified me
21 that there was some concern of RSF-4 because of the lot
22 size that was permissible. So I told him to please share
23 this plat with anybody who has concerns so they could see
24 the lot size that we were going for.

25 The only reason we didn't -- We would be happy to
26 make it contingent upon getting that approved
27 immediately. That's our plan. But the way the dynamics
28 or the way the system works, apparently that's not

1 something that could be done.

2 So here we are tonight. We're asking for approval
3 for these three lots. The size is much larger than the
4 seventy-five hundred (7,500) square foot minimum size
5 that you'll see in the letters. That's what the
6 opposition is all about.

7 Vince can address them and probably explain why
8 we're doing that. I mean, we can't -- You know, we can't
9 really get any more lots. We don't want anymore lots.

10 We want three lots. We don't want five lots. We don't
11 want small lots.

12 We've got -- You know, we feel like this will be a
13 very, you know, tasteful development, the way we've got
14 it laid out. There'll be six houses, total.

15 CHAIRMAN SAM DAVIS: Jeff, I'm getting the
16 sense that we understand where you're going.

17 MR. JEFF BARNES: Okay.

18 CHAIRMAN SAM DAVIS: Can we just open up for
19 questions, if anyone has questions of you?

20 MR. JEFF BARNES: Sure.

21 CHAIRMAN SAM DAVIS: Does anyone have any
22 questions -- not from the audience. This is for the
23 Commission. Does anyone here have any questions for
24 Mr. Barnes?

25 (No response.)

26 CHAIRMAN SAM DAVIS: Okay. Thank you.

27 Scott, do you have anything to add?

28 MR. SCOTT HUTCHINSON: No, sir. But if it's

3 CHAIRMAN SAM DAVIS: Oh, yeah. We'll give the
4 opposition time now, and then y'all will get a chance to
5 answer those.

8 MR. FRANK FEAGIN: I'm Frank Feagin with the
9 Point Clear Property Owner's Association. And, Jeff,
0 you're right.

15 Our primary opposition to this is the RS-4 issue.
16 There's no RS-4 in Point Clear. And the precedent that
17 this may set is troubling to our property owner people.

22 That's all I have.

25 (No response.)

28 | MR. FRANK FEAGIN: Pardon?

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1 COMMISSION ARTHUR OKEN: You said you want to
2 make sure their feelings are expressed. I'm making it
3 clear on what their feelings are.

4 MR. FRANK FEAGIN: Their feelings are that the
5 RS-4 issue to introduce that into Point Clear would set a
6 precedence for further RS-4s in the Point Clear Property
7 Owner's Association. And that affects the density of
8 housing and all that. We're generally an RS-1 or RS-2.
9 There's no RS-4 in that area.

10 COMMISSION MEMBER ARTHUR OKEN: They want to
11 maintain the status quo but not increase the density.

12 MR. FRANK FEAGIN: We don't feel RS-4 is
13 appropriate in our district.

14 COMMISSION ARTHUR OKEN: Thank you, sir.

15 CHAIRMAN SAM DAVIS: Mr. Chason?

16 MR. ALLAN CHASON: Thank you, Mr. Chairman.

17 I'm Allan Chason, and I live just down the street from
18 this property and well familiar with it. As Frank said,
19 I think the opposition here is just the RS-4.

20 Section 19.6 of your zoning ordinance lists about
21 ten factors or so that you look at to decide whether to
22 grant a re-zoning.

23 I've looked at all ten of those factors, and I think
24 there are four of them that are particularly relevant to
25 this issue, the most prominent of which is that if you
26 look at District 26, which runs from the south city
27 limits of Fairhope along Scenic 98 all the way to the
28 mouth of Weeks Bay at Pelican Point.

1 What is that, eight or ten miles, probably?

2 Hundreds and hundreds of lots along that length of that
3 road, not a single one is RS-4, not a single one. RS-4
4 is, in fact, nowhere in District 26.

5 All of the residential lots, there's a few
6 commercial lots, mainly those that like the Wash House
7 that had businesses there before zoning was adopted, very
8 little commercial at all.

9 But of the residential, it's all RS-1 and RS-2.

10 RS-1 allows or requires thirty thousand (30,000) square
11 foot lots. RS-2 requires fifteen thousand (15,000)
12 square foot lots. This is a large lot community. RS-4
13 permits seventy-five hundred (7,500) square foot lots.

14 I have a copy of the zoning map of District 26. And
15 you can look at it and see that all along Scenic 98,
16 there's nothing but yellow and tan. That's R-1 and R-2.

17 The whole length of it, eight or ten miles, whatever
18 it is, is all RS-1 and RS-2. And we think that that's
19 what it ought to stay.

20 That's the way this community has developed since
21 the zoning ordinance was adopted there in 1993. But for
22 twenty-five years, Point Clear has remained a low-density
23 single-family community. And that's what the vast
24 majority of the people there want to continue.

25 One of the other factors that 19.6 references is
26 your master plan. Your master plan that you adopted for
27 Point Clear has it as a low-density, single-family
28 residential community.

1 Probably -- And as a practical matter, what this is
2 about is those three lots. We have no objection to RS-2.
3 We would not object to him re-zoning this to RS-2.

4 The problem is that because of the dimensional
5 requirements of the zoning ordinance, RS-4 -- with RS-4,
6 he can get three lots out of this piece. But RS-2, he
7 can only get two lots.

8 So we're here talking about one lot, is what we're
9 talking about. And maybe you look at us and say, well,
10 why are you making such a fuss over one more house in
11 Point Clear?

12 Well, you're all familiar with the sewage problems
13 that Fairhope has had, the bacteria levels in the bay,
14 the runoff every time we get a big rain.
15 Casey Callaway and Mobile Bay Keepers have to check
16 the bacteria counts all up and down there and the work
17 people down there on the Eastern Shore, whether the
18 children can go swimming in the bay.

19 That's all a function of incident. We've got too
20 many people putting sewage in that sewer system. And the
21 only way to ever get it under control, aside from
22 spending an amount of money that Fairhope doesn't have,
23 is to limit the density over there, to limit the number
24 of people that live on a given size area of land. And
25 this is a way to do it is through the zoning ordinance.
26 And we do not want to increase density.

27 But it's not just this one house on this project.
28 There's a lot of undeveloped land along Scenic 98,

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1 primarily on the east side of 98. And if you introduce
2 RSF-4 to District 26 for the first time in the history of
3 zoning there, you would have no way to say no to the next
4 person that wants to subdivide their property into
5 high-density residential. And so it's the domino effect
6 that we're also concerned about, not just this one house.
7 We're concerned about it, too.

8 But I think the solution to this for everybody is a
9 compromise, which is to say to Jeff, we're happy to grant
10 your re-zoning, but we want it to be rezoned to RSF-2,
11 not RSF-4.

12 You can have two lots or a total of five lots --
13 five houses instead of six. And I don't think that's too
14 much of a sacrifice to ask.

15 I don't know what the additional income would be
16 from the extra lot, but, you know, that's not a reason to
17 re-zone property or not re-zone property.

18 So we thank you for your consideration of the wishes
19 of the hundreds and hundreds of residents of Point Clear.
20 And if you have any questions, I'll try to answer them.

21 CHAIRMAN SAM DAVIS: All right. Any questions
22 for Mr. Chason?

23 COMMISSION MEMBER SPENCE MONROE: Yes. I've
24 got one.

25 Looking at the usable uses that they've got for B-2,
26 which it currently is zoned, bait store, boarding room
27 and lodging house, car wash, several others that I think
28 personally would affect that area a lot worse than three

1 new homes on that property. Just my estimation. What
2 are your thoughts?

3 MR. ALLAN CHASON: I would rather see
4 commercial there than open the door on eight miles of
5 Scenic 98 to RS-4. There is lots and lots of acreage
6 that could be developed into seventy-five hundred lots.

7 In my opinion, I'd rather see a bait store there
8 than all that acreage being high-density residential and
9 more sewage that the sewer cannot handle now being put
10 into that system.

11 COMMISSION MEMBER SPENCE MONROE: So you're
12 thinking that one additional home --

13 MR. ALLAN CHASON: In this case --

14 COMMISSION MEMBER SPENCE MONROE: -- because
15 it's actually one additional home that we're talking
16 about-- would put in more sewage than a bait store or a
17 boarding house.

18 MR. ALLAN CHASON: As I said, it's not just
19 this one -- That's part of it -- but it's the precedent.
20 Because one of the factors that I mentioned that 19.6
21 asks you to look at is what other zoning is adjacent to
22 or in the neighborhood of the property.

23 And so when the next-door neighbor has got twenty
24 (20) acres that he wants to develop, and he wants you to
25 re-zone from R-1 to R-4, and he wants to put twenty times
26 seventy-five hundred, thirty or forty or whatever it is
27 houses there, yes, that bait store would look like a
28 wonderful addition.

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1 CHAIRMAN SAM DAVIS: Any other questions for
2 Mr. Chason?

3 (No response.)

4 CHAIRMAN SAM DAVIS: David, you look like
5 you're contemplating something.

6 ATTORNEY DAVID CONNER: Well, I was gonna say I
7 want to make sure that y'all were dancing to the same
8 song for a second.

9 And what I wanted to clear up and what Allan has got
10 a good point about is that it's not the difference of
11 just one home. If you-all decide to do this, it
12 potentially is setting a precedent in that area that
13 someone else or the next applicant is gonna come in and
14 look at.

15 Now, if you-all are making a recommendation to the
16 County Commission so the County Commission will
17 ultimately decide I see this change coming and this is
18 something that they want to change, then that's something
19 from a policy standpoint they would have to address.

20 But it is something that needs to be considered.
21 Because you're not just talking about one in this case.
22 Because of the size of the lot and the setback
23 requirements and the building width requirements of the
24 lot, it would only be one more home here.

25 The question is when the next one comes up that is
26 larger and could get, you know, what impact or what
27 feeling would you have about that in that location?

28 And that is a unique area in District 26, up and

1 down that road. So that -- In fairness to Jeff, the
2 impact for this particular lot is really not that bad.
3 There's not a big difference between 2 and 3.

4 But the potential ramifications of that decision
5 down the road could be larger than just -- or would be
6 larger than just that one lot.

7 So it's something that -- It's a policy decision
8 that this Commission is gonna have to make for that area.

9 I just want to make sure that y'all were looking on the
10 same thing. It's not just the one. It's the precedent
11 of allowing it here and the next applicant that comes.

12 MR. ALLAN CHASON: You know, seventy-five
13 hundred (7,500) foot lots, that's, what, five (5) units
14 per acre? Five (5) units per acre. So you get a twenty
15 (20) acre a piece on the east side, that's a hundred
16 (100) houses. Now, there's some other dimensional
17 requirements, but that is what -- In my book, that's high
18 density.

19 And, you know, there's been concern in Fairhope over
20 other multi-family priorities, high density. You
21 probably heard about the apartment complex up behind
22 Publix, which is not in District 26. But there was
23 another complex that's gone in on the east side of
24 District 26 there on Section Street.

25 CHAIRMAN SAM DAVIS: Let's kind of stick to the
26 subject rather than getting into all that, if you don't
27 mind.

28 MR. ALLAN CHASON: Sure.

1 CHAIRMAN SAM DAVIS: Any other questions for
2 Mr. Chason?

3 (No response.)

4 CHAIRMAN SAM DAVIS: All right. Thank you.

5 MR. ALLAN CHASON: Thank you.

6 CHAIRMAN SAM DAVIS: Scott or Jeff, either one
7 wish to address the concerns?

8 MR. JEFF BARNES: Yeah. And I appreciate the
9 concerns. I really do. But I guess at the end of the
10 day, we're -- Mr. Dorgan is agreeing to down-zone this
11 property and take away the threat of B-2 for
12 Single-family Residential.

13 And I don't have a lot of people here tonight to
14 speak in favor of this. But, overwhelmingly, if you go
15 back and look at the case from 2013, when we were trying
16 to get our property rezoned back to B-2, I got twenty
17 letters that were easily, you know, overwhelmingly
18 supportive of Single-family Residential, Single-family
19 Residential. We don't want any commercial. So the
20 residents seem to overwhelmingly support Single-family
21 Residential development.

22 As far as runoff and drainage right now, that one
23 acre of B-2 property, if I understand the regulations
24 properly, we can go up to the sixty percent (60%)
25 coverage on the impervious surface, which is about
26 twenty-five thousand (25,000) square feet.

27 By going to RSF-4, we're limited to point-three-five
28 percent (.35%) or thirty-five percent (35%) coverage,

1 which knocks that down to about fourteen thousand
2 (14,000) square feet. So the impervious area, you know,
3 that's only gonna be a way to improve any threats for
4 that situation.

5 CHAIRMAN SAM DAVIS: Let me ask you to
6 specifically address the concern. I think everybody has
7 stipulated that one extra house on this particular piece
8 of property is no big thing.

9 But what about the concern that they've expressed
10 concerning the other properties, this setting a precedent
11 and opening it up to higher density development in that
12 area?

13 MR. JEFF BARNES: Yeah. I mean, I would --
14 Somebody like Vince could probably better address that.
15 I don't know.

16 CHAIRMAN SAM DAVIS: I'm curious as to how you
17 feel about that.

18 MR. JEFF BARNES: Yeah. I guess having
19 contiguous property zoned that way would be a threat.
20 Sure.

21 CHAIRMAN SAM DAVIS: David didn't understand
22 your answer.

23 My question to him was how he felt about the
24 property owners' concern that because there are large
25 pieces of property that would be in close proximity, if
26 this was re-zoned to RSF-4 and then they requested it and
27 it was granted, how he would feel concerning the higher
28 density in that area, this being a precedent.

1 Any other questions for Jeff?

2 (No response.)

3 CHAIRMAN SAM DAVIS: All right. Scott, you got
4 anything?

5 MR. SCOTT HUTCHINSON: No, sir. I believe
6 Vince may speak to the fact that there's no RSF-4 in this
7 district. It's because it didn't exist when the district
8 was created.

9 But I will just say in my twenty-five years of doing
10 this, I've never run into a bump of going from a
11 commercial zoning down to a Single-family Residential
12 zoning.

13 CHAIRMAN SAM DAVIS: Well, let me ask you to
14 express your personal opinion as to their concern about
15 this setting a precedent, opening the door to other
16 RSF-4s, which is higher density in that area, which is
17 not common to the area.

18 MR. SCOTT HUTCHINSON: Certainly. I can
19 certainly understand the concern with taking RSF-4 all
20 the way down the highway and the density that could
21 create to the properties to the south. However, I don't
22 think doing this will affect that.

23 And I can't speak for that future property. But
24 what we're proposing to do is really not even RSF-4. I
25 mean, these are twelve thousand (12,000), fifteen
26 thousand (15,000) square foot lots.

27 So I don't -- I really don't share that fear that
28 that would -- that this would create some door to be

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1 opened to just continuing on to the south.

2 It's zoned B-2 now. It's not like we're going from
3 R-1 to R-4. That's the thing. If this was zoned R-1 and
4 going to R-4, then you can kind of look, does that
5 continue. It's zoned B-2 now. So you already have that
6 higher-density area already there. So we're actually
7 lessening that. So I don't --

8 CHAIRMAN SAM DAVIS: You're referring to
9 coverage as far as an impervious surface; right?

10 MR. SCOTT HUTCHINSON: Yes, sir. In just
11 general planning where you go from business commercial
12 out to higher-density residential to lower-density
13 residential. So we're already more dense than an RSF-4
14 would create. I really don't think that applies here.

15 CHAIRMAN SAM DAVIS: Any other questions for
16 Scott?

17 COMMISSION MEMBER DANIEL NANCE: Yes. I have a
18 question. According to what we're given, all your lot
19 sizes exceed RSF-3. So why are we going to RSF-4
20 requesting an even smaller lot size?

21 MR. SCOTT HUTCHINSON: The width. The minimal
22 lot width. I can't remember what it is.

23 MR. VINCE JACKSON: The minimum lot width at
24 the building line is one of the dimensional requirements
25 that would need to be met.

26 And for RSF-3 and RSF-2, it's eighty (80) feet at
27 the building line. There's not sufficient area here to
28 get three lots that would have eighty (80) feet in the

1 building line.

2 So the next one down is RSF-4, which allows sixty
3 (60) feet. And I believe these would be about sixty-six
4 (66) feet wide at the building line. But that's the
5 reason they're asking for RSF-4. It's not lot size; it's
6 width at the building line.

7 COMMISSION MEMBER SPENCE MONROE: How wide are
8 these lots?

9 MR. VINCE JACKSON: At the building line, I
10 think they're about sixty-six (66) feet wide. It's a
11 little harder to see on lot one because it's a pie-shaped
12 lot, but it does get wider as it goes back.

13 COMMISSION MEMBER SPENCE MONROE: It's
14 sixty-six (66) on here?

15 MR. VINCE JACKSON: Yes.

16 MR. SCOTT HUTCHINSON: And we're fine with
17 restricting it to the plan that's presented versus
18 just -- I don't know if you can make that conditional or
19 not.

20 ATTORNEY DAVID CONNER: Well, again, this is a
21 recommendation tonight. But I always come back and look
22 at these issues and advise. And Vince does, too.

23 And I understand Vince's recommendation here. And I
24 don't really think anybody can really argue that having
25 one more home on this property is gonna change the world
26 out there. It's not.

27 But on the flip side, you don't look at a piece of
28 property necessarily in isolation as to what this one

1 developer is going to do. I always think that when you
2 look at a zoning request that you're supposed to look at
3 that zoning request and determine whether or not that
4 zoning classification is appropriate for that area, based
5 on how it's developed in that area, the uses in that
6 area, whether you can see that use sustaining itself,
7 whether it's moving or transitioning and you want to
8 bring about a transition over time.

9 I don't think anybody has a question with the
10 development and plan that y'all proposed, but the impact
11 of putting that classification in that area, what impact
12 it has in the future up and down that highway is a policy
13 decision that has to be made.

14 I don't think the impact of what you're proposing to
15 do on that site is a problem. But the impact of putting
16 that classification in that area could be significant.
17 And that's a policy shift, or at least a look that
18 you-all are having to make a recommendation on.

19 The County Commission is gonna have to look hard at
20 it, too. And I don't see and I really would have a hard
21 time if somebody really explained how it would be hard to
22 take one more house there. But it's the fact that we
23 don't have a mechanism to protect.

24 You know, it's not big enough to do a PRD. You've
25 got to have a certain number of acres. We don't have a
26 mechanism in place to allow you to do that simple thing,
27 unless I'm not thinking of it, and at the same time
28 protect from the ill effects that might be the result as

1 to that classification getting there.

2 Again, if the decision is made that we're okay with
3 some of that up and down the road, then that's one thing.
4 But that's a decision that needs to be looked at very
5 closely.

6 MR. SCOTT HUTCHINSON: And I totally get that.
7 My only point is if we were going from RSF-1 to this, I'd
8 say total valid point. But the fact is we're going from
9 a B-2 to this. That negates that argument.

10 ATTORNEY DAVID CONNER: I'm with you that
11 you're up-zoning. But in B-2, can they build -- I'm
12 sorry. Down-zoning. That's right. But could they build
13 a house on B-2?

14 MR. VINCE JACKSON: No. They can do mixed use
15 through a conditional use process where they could have a
16 retail office, something on the bottom floor, and then
17 have a residence above it. They can do residential in
18 that respect.

19 There's also an ability to do a bed and breakfast,
20 that type of thing under B-2. And those are
21 owner-occupied. So those are the only residential-type
22 uses that would be allowed.

23 ATTORNEY DAVID CONNER: So I don't know if you
24 can get six units out of that or five units out of that
25 or not under those scenarios, but it's not likely. So
26 it's just a unique piece of property.

27 You're right in your argument, but because of the
28 size of it and just where it's fitting here in this

1 district, it's a unique property.

2 We're having to try and look at it -- strain to look
3 at it. But the flip side of that, the decision
4 ultimately is -- at the end of the day, is that zoning
5 classification appropriate for that area? And that's the
6 decision that everybody is gonna have to make.

7 COMMISSION MEMBER ARTHUR OKEN: Mr. Chairman,
8 as I understand it, that lot or that property will
9 accommodate three lots. Okay. We're dealing with a lot
10 of conjecture here. But there's always the argument --
11 And this is the kind of the argument that's being raised
12 as the camel's nose.

13 This property is distinguishable. The argument
14 being that it will not actually produce four residences
15 as it would produce a maximum of three. If that's
16 acceptable, if it's distinguishable tonight to justify
17 the re-zoning, it's distinguishable in the future when
18 somebody comes in and says, hey, there's already an R-4
19 there.

20 The argument is, yes, it's an R-4, but the situation
21 was unique. The actuality was or the understanding was
22 that no more than three houses would be there.
23 Therefore, you cannot consider this a bona fide
24 precedent.

25 Okay. I'll just throw that into the mix.

26 MR. SCOTT HUTCHINSON: Good point.

27 CHAIRMAN SAM DAVIS: All right. Any other
28 questions for Scott?

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1 COMMISSION MEMBER ARTHUR OKEN: My question is
2 do the -- can the neighbors live with three, or do they
3 feel -- Do the neighbors feel strongly?

4 I drive through that area just as often as I can.
5 It's so beautiful. And I can understand the neighbors
6 wanting to preserve that ambiance, that space.

7 Are three homes acceptable to those who object to
8 this re-zoning on the basis that R-4 is too much and it
9 puts the camel's nose under the --

10 CHAIRMAN SAM DAVIS: Thank you, Scott.

11 MR. SCOTT HUTCHINSON: Thank you.

12 COMMISSION MEMBER ARTHUR OKEN: That's a
13 question.

14 CHAIRMAN SAM DAVIS: Yes, sir.

15 Would either of you gentlemen like to answer that
16 question; Mr. Chason or Mr. Feagin?

17 I believe the question --

18 MR. ALLAN CHASON: Okay with the three lots?

19 COMMISSION MEMBER ARTHUR OKEN: I understand
20 that four is unacceptable. The reality is that the
21 maximum that could actualize or occur there is three. I
22 understand the neighbors' position.

23 Are three acceptable? In other words, can you live
24 with someone putting three houses on that property?

25 MR. ALLAN CHASON: Well, the only way you can
26 put three houses is to go to RSF-4.

27 CHAIRMAN SAM DAVIS: Speak into the mic.

28 COMMISSION MEMBER ARTHUR OKEN: Yes. But

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1 that's my point. If it is zoned RS-4 and three houses --
2 If there were an RSF-3 available that would put three
3 houses, could you live with that?

4 And the reason why I ask that is because in the
5 future, it's arguable that when somebody raises the
6 camel's nose again, the argument is this property was
7 unique. The neighbors will not -- You know, the
8 precedent is not what you would have for the acceptance
9 of four houses.

10 MR. ALLAN CHASON: We would have the same
11 objection to RSF-3 as R-4. The entire District 26 is R-1
12 and R-2. We want everything -- all residential to be R-1
13 and R-2.

14 COMMISSION MEMBER ARTHUR OKEN: So your answer
15 is, no, you don't want three?

16 MR. ALLAN CHASON: Right.

17 COMMISSION MEMBER ARTHUR OKEN: Thank you.

18 CHAIRMAN SAM DAVIS: All right. We'll close
19 the public hearing at this point.

20 Staff, your comments?

21 MR. VINCE JACKSON: I have a few. And I want
22 to be real clear. My point in making these comments is
23 to clarify the staff position on some of these things, to
24 clarify how we look at these things, how the ordinance
25 works. And I want to be sure that people understand that
26 I'm not being argumentative if I say something that's
27 disagreeable.

28 As you know, we did make a recommendation to approve

1 this. That would be a recommendation to the County
2 Commission. I guess one of the first things that jumped
3 out at us is that this would have been -- this is a
4 re-zoning from commercial to single-family.

5 And as I stated at the beginning of my remarks,
6 those are pretty much approved without controversy. And
7 Mr. Barnes hit on this in his comments, but we've had
8 some requests in the past involving re-zonings to
9 commercial.

10 And the overwhelming feedback that we got was that
11 the residents didn't want commercial and that the
12 residents were dissatisfied with the existing B-2. So
13 our thought was that maybe this would receive some
14 support.

15 And we were hopeful. Because it's difficult when we
16 have to get up here and we have people at odds. We do,
17 to some extent, understand the concern about RSF-4 and
18 the lot size that could be allowed, the potential density
19 that could be allowed. But let me explain a little bit
20 about why there is not RSF-4 in Planning District 26.

21 When the zoning was adopted in 1993, there was no
22 RSF-4. It did not exist. It was not created until 2007.
23 So at the time that the zoning was adopted, it couldn't
24 have been applied, because it wasn't there.

25 And so that's the short-answer reason for why it's
26 not there. Now, it's true that the majority -- the vast
27 majority of the residential lots in this planning
28 district are zoned either RSF-1 or RSF-2.

1 Originally, with the original zoning ordinance, they
2 were called R-1 and R-2. But I'm gonna use the current
3 terminology to keep things from being confused.

4 Now, having said that, in 1993, and with the oldest
5 planning districts, each of the planning districts at
6 that time had their own zoning ordinance. And they would
7 pick and choose the designations that they wanted to
8 have.

9 There were two residential designations available
10 for Planning District 26 at the time, and they were
11 called R-1 and R-2. Now, if you look at old ordinances,
12 there's also a mention of an R-1H and R-2H. But what
13 that is, is an acknowledgement that some of the lots are
14 in a historic district and some are not. When you look
15 at the description and the actual area and dimensional
16 requirements, there was no difference.

17 In 1999 -- And let me go back to the individual
18 zoning ordinances for a minute. I think some might argue
19 that there's a value in that, because of the way our
20 zoning is done in a districted approach and because we
21 have so many unique areas in the county.

22 Now, I was not here back then, but I think, from
23 what I've understood talking to people who were here, it
24 became problematic from an administration standpoint
25 because the zoning designations were not uniform from one
26 planning district to another.

27 What you call R-1 or R-2 in one planning district is
28 not necessarily the same as what it was called in another

1 planning district.

2 So in 1999, the County Commission adopted a
3 consolidated zone ordinance, which is the basis of the
4 ordinance that we have now. They're still -- Planning
5 District 26 remained largely the same. There were other
6 changes in the ordinance later on.

7 Like I said, we created RSF-4 in 2007. There was
8 also an amendment where all of the zoning designations
9 became available to all of the planning districts. So
10 that was a change as well. Because up until that time,
11 it had still been the two, even though the nomenclatures
12 had changed.

13 Now, when we talk about RSF-1 and RSF-2 and we talk
14 about it as they were applied to the lots in Planning
15 District 26. I wish I had -- I wish I could put the
16 whole zoning map on the screen for you.

17 Obviously, when we have a re-zoning request, we give
18 the greatest consideration to the properties that
19 immediately abut the property that has been requested for
20 re-zoning. But we tend to take a broader view when we
21 look at the entire planning district.

22 With these lots, these RSF-1 and RSF-2 lots in
23 Planning District 26, some of them exceed the area and
24 dimensional requirements for those designations; but some
25 of them are less, particularly when you look at the RSF-2
26 lots and particularly as you go from the south along the
27 bay.

28 You had some very small lots, smaller than what's

1 been proposed here, less width than what has been
2 proposed here. And those are already zoned RSF-2.

3 Now, there were lots of record at the time the
4 zoning was adopted. And that's fine. You know, given
5 what designations they had at the time, the RSF-2 was the
6 closest to matching those area dimensional requirements.

7 If we had had an RSF-4 back then, it may have been
8 applied. Because if you're looking at lot size and lot
9 width, it would make more sense for a lot of these small
10 lots.

11 Now, there's no reason to re-zone those today. Like
12 I said, they are lots of record. An RSF-2 actually
13 provides a setback variation in Planning District 26 that
14 RSF-4 does not allow.

15 So you take those smaller RSF-2 lots, if you
16 re-zoned them, they would actually lose something -- lose
17 a right that they have now. So we wouldn't make that
18 suggestion. It's just to point out that there are lot
19 sizes throughout Planning District 26 that are actually
20 much closer to the RSF-4.

21 Now, and I can show you one example, and that's a
22 unique example. When you look at Nellie Pose Lane,
23 that's actually a family subdivision, from what I
24 understand.

25 Looking at the property ownership, I believe the
26 owners of those properties are relatives. This was done
27 years ago. This was done before zoning. But the lot
28 there at the corner, the first lot that has frontage on

1 Scenic 98, that lot is not actually part of the
2 subdivision. But that lot is sixty-five hundred (6,500)
3 square feet zoned RSF-2.

4 As you go to the west going towards the bay, all of
5 those lots are small. The majority of them are three
6 thousand, seven hundred sixty-seven point five (3,767.5)
7 square feet. Then they all -- When you get closest to
8 the bay, that's called Lot 10. They all have a
9 fractional ownership. And that lot is their common area.

10 So it is -- Like I said, it's a family subdivision.
11 It existed before zoning. But it's an example of
12 something that's R-2 -- RSF-2, rather, that doesn't
13 really fit. And there are other examples throughout the
14 planning district.

15 Another thing I would point out, when you talk about
16 adjacent zoning designations, the only adjacent
17 designations you have are B-2 and RSF-1. And that is one
18 of the standards that we look at.

19 But, like I said, RSF-4 was not allowed or not
20 available at the time, and so that's not -- that's why
21 it's not there. And it's never been requested for
22 Planning District 26 until now.

23 The only other designation that's close to this
24 property is actually RMS-6, if you look just to the
25 northeast. That's multi-family. That's an even more --
26 or even less restrictive designation than what's been
27 requested here.

28 And those are three lots. They're a little bit

1 larger than the lots that have been proposed for this
2 property. But if you go back and look at the layout,
3 again, it would somewhat mirror each other.

4 So you would have the residential lots. You would
5 keep the commercial on the corner. But as you travel
6 south on Scenic 98, the RSF-4 would provide you with a
7 transition from a B-2 to the north to RSF-1 to the south.
8 And transitional zoning is something that we look upon
9 favorably.

10 Now, I want to address the question of precedent
11 just a minute. And I know this won't necessarily change
12 anybody's mind, and I'm not attempting to do that. I
13 just want to say how we look at precedent -- how we've
14 been told to look at precedent over the years and things
15 that I've heard as I've been in this field.

16 In our review, every zoning case is unique. Every
17 zoning case stands on its own merits. And just because
18 you've done something in one case, that doesn't give any
19 rights or guarantees that you will do it or even
20 recommend doing it in another.

21 Now, I think Mr. Hutchinson and Mr. Oken were kind
22 of hitting on this; is how we would look at this property
23 relative to other properties in the planning district.

24 First and foremost is this is a re-zoning from
25 commercial to residential. For me, that's the biggest
26 distinguishing factor.

27 Now, I don't believe -- If this is ultimately
28 approved by the County Commission, I don't believe that

1 we're gonna suddenly see a rush to re-zone property in
2 this planning district RSF-4.

3 I can't predict the future. And, obviously, there
4 is undeveloped land primarily on the east side. But
5 we've had RSF-4 available for eleven years, and no one
6 has asked for it until now.

7 So I don't think that -- Even if this is re-zoned
8 for this property, I don't think that that necessarily
9 changes anything.

10 But we would also in another area, if you're talking
11 about, like Mr. Hutchinson said, a re-zoning for RSF-1 to
12 RSF-4, we won't look at that in the same way. It's not
13 gonna be reviewed the same. It's not gonna be looked at
14 according to our criteria the same. So just because
15 somebody asks in a different situation doesn't mean that
16 they'll get it.

17 And, again, I'm just trying to explain our
18 perspective. Yes, if we have RSF-4 approved here, that
19 would be a change. That would be something different,
20 introducing a designation into Planning District 26
21 that's not currently there.

22 We do have an RTF-4 in the planning district, but
23 it's in another area. We have an RSF-3, but it's in
24 another area.

25 So it's correct, by in large, we're RSF-1 and RSF-2.
26 But given some of what's out there, we don't feel that
27 this is inconsistent.

28 Once again, you know, I'm not in any way wanting to

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 be argumentative. I'm just wanting to explain our
2 perspective.

3 CHAIRMAN SAM DAVIS: We appreciate that.

4 MR. VINCE JACKSON: I'll be happy to answer any
5 questions.

6 COMMISSION MEMBER ARTHUR OKEN: I have a
7 comment, Mr. Chairman.

8 CHAIRMAN SAM DAVIS: Yes, sir.

9 COMMISSION MEMBER ARTHUR OKEN: While we're in
10 the remnants of speculation and conjecture, it surprises
11 me that it wasn't designated RSF-1 and the commercial
12 property on the site just simply be considered
13 nonconforming use. That would have protected the --

14 MR. VINCE JACKSON: I think what happened,
15 there are some existing businesses in the planning
16 district and there are -- there were some businesses that
17 were existing at the time of zoning that are not in
18 existence now.

19 When you look at the picture, you can see a
20 commercial building. And I think there was a building
21 that was attached to that or adjacent to it to the north
22 at some point.

23 So I think there was -- In the beginning of zoning,
24 there was an acknowledgement at least that there was some
25 commercial activity, and so they tried to pick up a
26 designation that was at least somewhat protective of
27 those existing uses.

28 But you have some undeveloped parcels that kind of

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 went along with that. And I think that in those
2 instances, it was map uniformity that they were looking
3 for.

4 But, you know, you're correct. They could have just
5 zoned them, you know, single-family and the uses would be
6 nonconforming. To some extent, some of the uses are
7 nonconforming now, even with the B-2 zoning.

8 But some of them are okay because they're more --
9 Some of them are allowed and some of them are actually
10 B-1 uses. But, yeah, it's something that could be
11 done -- could have been done, but it wasn't.

12 CHAIRMAN SAM DAVIS: Any other questions for
13 Vince?

14) (No response.)

15 CHAIRMAN SAM DAVIS: All right. Thank you,
16 Vince.

17 Any discussion?

18 MR. VINCE JACKSON: Just this would be a
19 recommendation to the County Commission.

20 COMMISSION MEMBER SPENCE MONROE: You can't do
21 a conditional zoning either, can you?

22 MR. VINCE JACKSON: I don't think so. I wish
23 we could.

24 COMMISSION MEMBER SPENCE MONROE: That's fine.

25 MR. VINCE JACKSON: That's a question for
26 Mr. Conner.

27 ATTORNEY DAVID CONNER: I'm gonna tell you that
28 there are some cases out there that purport to give

1 zoning authority the right to do some conditional zoning.
2 But, I mean, that is just fraught with issues from all
3 the way around.

4 And I've always discouraged it. I'm never gonna say
5 never to that, because the right case might come one day
6 for the right project and the right place for that. I
7 would want the County Commission and Planning Commission
8 to have the authority to do that, but that's something
9 that we ought to exercise very rarely.

10 MR. VINCE JACKSON: People ask me about
11 conditional zoning all the time. And sometimes I wish I
12 could tell them yes, because I think it would resolve a
13 lot for us.

14 But I think if we -- at some point in the future, if
15 we got some feedback or had some information that kind of
16 leads us to a different conclusion, I think we would want
17 to make the appropriate changes in our regs to make sure
18 that we're where we would need to be in that regard.

19 ATTORNEY DAVID CONNER: If we were gonna go
20 down that road, Vince is right, we would have to set up
21 some type of procedure and process to address that issue.

22 CHAIRMAN SAM DAVIS: Any other discussion?

23 (No response.)

24 CHAIRMAN SAM DAVIS: All right. Thank you,
25 Vince.

26 Staff has recommended -- This would be a
27 recommendation to the County Commission for approval.
28 Staff has recommended that. Is there a motion to do so?

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 COMMISSION MEMBER ARTHUR OKEN: So moved,
2 Mr. Chairman.

3 CHAIRMAN SAM DAVIS: There's a motion on the
4 table to recommend this. Is there a second?

5 COMMISSION MEMBER BRANDON BIAS: Second.

6 CHAIRMAN SAM DAVIS: Can I have a rollcall
7 vote?

8 MR. VINCE JACKSON: Mr. Oken?

9 COMMISSION MEMBER ARTHUR OKEN: Yes.

10 MR. VINCE JACKSON: Mr. Monroe?

11 COMMISSION MEMBER SPENCE MONROE: Yes.

12 MR. VINCE JACKSON: Mr. Nance?

13 COMMISSION MEMBER DANIEL NANCE: Yes.

14 MR. VINCE JACKSON: And Mr. Bias?

15 COMMISSION MEMBER BRANDON BIAS: Yes.

16 MR. VINCE JACKSON: Motion carries. And we
17 will take that recommendation to the County Commission.

18 CHAIRMAN SAM DAVIS: Thank you, Vince.

19

20 8C - CASE Z-18044, DCF, LLC PROPERTY

21 MR. VINCE JACKSON: Okay. Our next case is --
22 This one is also in Planning District 26 -- Z-18044, DCF,
23 LLC Property. This is a re-zoning from RSF-1 to RSF-2.

24 The subject property is located on the west side of
25 Scenic Highway 98 south of Battles Road in Planning
26 District 26. This property is, as I stated, currently
27 RSF-1, and it consists of two-point-three (2.3) acres.

28 The reason for this request is to re-zone to the

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 RSF-2, combine this parcel with an adjacent RSF-2 parcel
2 to the north, and then create -- It's called a family
3 subdivision, but I think the way we would view it is more
4 of a family compound where they would keep the ownership
5 of the property in the family and provide dwelling units
6 for the family members.

7 It's something with the configuration and location
8 of the property and with the configuration that they're
9 looking for that it's a creative thing to do. It's, I
10 think, an admirable goal to keep family property
11 together.

12 It doesn't fit neatly into our conventional
13 regulations. So we talked about -- and we talked about
14 it for a while -- how do we get there? What are some
15 options?

16 And basically what they're attempting to do, as I
17 stated, is re-zone this to RSF-2, combine it with an
18 adjacent RSF-2 parcel that they own, then they would seek
19 approval to do a planned residential development. But
20 there's a variance that would have to go along with that.

21 There is a variance application pending. It was
22 originally scheduled for October 8th, but it's been
23 postponed in order to let the re-zoning application run
24 its course.

25 So it probably will not go before the Board of
26 Adjustment until December. So if they get the re-zoning
27 and then if they get the variance, they will proceed with
28 their PRD site plan.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2019-013

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18041, Dorgan Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, William Dorgan has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 26, for property identified herein and described as follows:

PARCEL 1 (05-56-03-31-0-000-020.000)

175' X 200' WILLIAM HALL SURVEY PT OF LOT 7 DESC AS: BEGINNING AT THE INTERSECTION OF N/L OF SD LOT WITH THE E RIGHT-OF-WAY OF US HIGHWAY 98, THENCE RUN E 200', THENCE SE 175, THENCE W 200', THENCE NW 175' TO THE POINT OF BEGINNING, GR SEC 31-T7S-R2E (WD-SURVIVORSHIP)

PARCEL 2 (05-03-31-0-000-020.001)

70' X 200' WILLIAM HALL SURVEY PT OF LOT 7 DESC AS: BEGINNING AT THE INTERSECTION OF THE N/L SD LOT WITH THE E RIGHT-OF-WAY OF US HIGHWAY 98, RUN THENCE SE ALG SD R/W 175' FOR THE POINT OF BEGINNING, THENCE RUN E 200', THENCE SE 70', THENCE W 200', THENCE NW ALG US HIGHWAY 98, 70' TO THE POINT OF BEGINNING, SEC 31-T7S-R2E (WD-SURVIVORSHIP)

Said property consisting of approximately .95 acres.

Otherwise known as tax parcel numbers **05-56-03-31-0-000-020.000** and **05-56-03-31-0-000-020.001**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from B-2, Neighborhood Business District, to RSF-4, Single Family District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on October 4, 2018, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on November 20, 2018; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-18041, Dorgan Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 26 from to B-2, Neighborhood Business District, to RSF-4, Single Family District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 20th day of November, 2018.

Honorable Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, County Administrator/Budget Director

D Hart

From: Vince Jackson
Sent: Wednesday, October 24, 2018 10:08 AM
To: D Hart
Subject: FW: Dorgan Rezoning, Case No. Z-18041

From: Champ Lyons [mailto:lyonschamp@gmail.com]
Sent: Wednesday, October 24, 2018 9:41 AM
To: Vince Jackson <VJACKSON@baldwincountyga.gov>
Cc: Albert Key <awkey63@jacksonkey.net>; Allan Chason <achason@chasonlaw.com>; Burton Craige <burtoncraige@gmail.com>; Emilee Lyons <lyonsemilee@gmail.com>; John Carden <nedracj@msn.com>
Subject: Dorgan Rezoning, Case No. Z-18041

Vince:

The Dorgans are at it again. Now, having sold their waterfront property for millions and moved on to a presumably less densely populated residential area of the county, they expect us to put up with a rezoned property in our neighborhood which will set a dangerous precedent for permitting vacant land to become cluttered subdivisions. This latest effort to wreck the gentle environment of this unique part of the world in pursuit of the almighty dollar should be rejected.

Emilee and Champ Lyons, Jr.

--

Please note change of address from clyons@gulftel.com to lyonschamp@gmail.com.

D Hart

From: Vince Jackson
Sent: Wednesday, October 24, 2018 8:53 AM
To: D Hart
Subject: FW: Dorgan rezoning Z 18041

-----Original Message-----

From: Clif Inge [mailto:cinge@ipc-capital.com]
Sent: Wednesday, October 24, 2018 8:39 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Dorgan rezoning Z 18041

Vince good morning. I wanted to write and express my feelings towards the rezoning of the Dorgan Property. I am not in favor of the rezoning. The Point Clear area should stay as is. We own a house at 17697 Highway 98. Thanks Clif Inge

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Tuesday, October 23, 2018 3:25 PM
To: D Hart
Subject: FW: "Dorgan Rezoning, Case No. Z-18041" at PT Clear

From: Jim Russell [mailto:jfruss1109@gmail.com]
Sent: Tuesday, October 23, 2018 2:11 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: "Dorgan Rezoning, Case No. Z-18041" at PT Clear

I would urge the board not to grant the rezoning of this property. The special character of the Pt Clear residential neighbor is unique to both the State of Alabama and the Gulf Coast. The environmental impact of additional high density development might accelerate the decline of the water quality for sports and recreation (not to mention visitor attraction).

Please do not grant this request.

Respectfully,

James F. Russell

--

JF Russell
jfruss1109@gmail.com

D Hart

From: Vince Jackson
Sent: Tuesday, October 23, 2018 9:10 AM
To: D Hart
Subject: Fwd: Opposition to Dorgan Rezoning Case No Z-18041

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Binky Oswalt <hiddenireland@att.net>
Date: 10/23/18 8:56 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyga.gov>
Subject: Opposition to Dorgan Rezoning Case No Z-18041

Dear Mr Jackson,
I would like to strenuously object to the Dorgan Rezoning application. Point Clear is a unique area and struggles to maintain its low density residential qualities. Opening the door to the type of rezoning requested here will forever change the community of Point Clear. Please do not support the application,
Best wishes,
Binky Oswalt
17727 Scenic Highway 98
Point Clear

D Hart

From: Vince Jackson
Sent: Tuesday, October 23, 2018 8:23 AM
To: D Hart
Subject: Fwd: Rezoning Case z 18041

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Susan Groom <susanhelmsing@comcast.net>
Date: 10/23/18 7:43 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Rezoning Case z 18041

Mr. Jackson,

I am writing to express my opposition to the rezoning of this area. Once again we must try to protect the integrity of our community here in Point Clear. We do not have the ability to handle additional traffic or the environmental impact of more development. Please protect our community against this threat. Thanks so much. Susan Groom
17735 Scenic Highway 98.

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Tuesday, October 23, 2018 7:22 AM
To: D Hart
Subject: FW: Dorgan Rezoning, Case #Z-18041

-----Original Message-----

From: David Bagwell [mailto:david@bagwellesq.com]
Sent: Tuesday, October 23, 2018 2:48 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: Point Clear Property Owners Ass'n <pointclearpropertyownersassoc@gmail.com>
Subject: Dorgan Rezoning, Case #Z-18041

Dear Mr. Jackson:

We write to oppose the Dorgan Rezoning application, Case #Z-18041, for the reasons stated by the Point Clear Property Owners Association in its objection, which we adopt.

We have lived full time for a quarter century in Point Clear at 15931 Scenic 98, on the West side of the highway, roughly just less than a mile South of the subject property, and not far below Bailey's Creek. David was for three terms the President of the Point Clear Property Owner's Association.

The reason that we and the residents of Point Clear have worked so hard to get [a quarter century ago] and keep and enforce zoning for Point Clear is that we wanted to make sure that Point Clear stayed like it was— an area of nice large residential homes, not encroached upon by cramming too many people into small cheaper places. We asked for our zoning for that purpose, we worked for it and we adopted it, unlike many other places in Baldwin County which did not adopt zoning and which now whine about development.

Please help us enforce our zoning, and not let it be chipped away little by little.

Thank you for the untiring work you do for Baldwin County.

David and Julie Bagwell

this e-mail is from:

David A. Bagwell

e-mail: david@bagwellesq.com

mail: P.O. Box 607, Point Clear, AL 36564

D Hart

From: Vince Jackson
Sent: Tuesday, October 23, 2018 7:21 AM
To: D Hart
Subject: FW: Dorgan Rezoning, Case No. Z-18041

-----Original Message-----

From: Mac Taul [mailto:mtaul@merchantstransfer.com]
Sent: Tuesday, October 23, 2018 5:57 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Dorgan Rezoning, Case No. Z-18041

Mr. Jackson

I live in Point Clear and would like to express my concern about allowing RSF-4 zoning. Point Clear has always been a low density area and needs to stay that way. Please do not allow Mr Dorgan to zone his property this way. Thank you for all you do!

Best

Mac

Mac Taul
251.680.3777 m

D Hart

From: Vince Jackson
Sent: Tuesday, October 23, 2018 7:21 AM
To: D Hart
Subject: FW: Case Z-18041. Dorgan rezoning case.

-----Original Message-----

From: Eleanore Allison [mailto:eleanoreallison@yahoo.com]
Sent: Tuesday, October 23, 2018 6:31 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Case Z-18041. Dorgan rezoning case.

My name is Eleanore Allison and i live at 17145 Scenic highway 98 in Point Clear, Alabama. I feel the proposed change would have a negative impact on the area increasing traffic and losing the character of this historic area. The ambience of the area is so lovely but it is fragile as well. We are the caretakers of its future. Thank you.

Sent from my iPad

October 25, 2018

Paul G. Pacey
15705 Scenic Hwy 98
P. O. Box 356
Point Clear, AL 36564

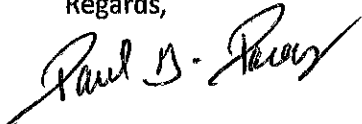
Baldwin County Planning Commission
Attn: Mr. Vince Jackson
22251 Palmer Street
Robertsdale, AL 36567

Dear Mr. Jackson:

I would like to file my objection concerning the rezoning request (Case # Z18041) on the property in Point Clear, Alabama. To my knowledge no RSF-4 zoning exists in Point Clear. Five(5) houses on an acre of property is totally unacceptable. What kind of precedent would this set? My request is that this request be denied and Point Clear remain a low density residential community.

Thank you for your attention to this very important matter.

Regards,

A handwritten signature in black ink, appearing to read "Paul G. Pacey", written in a cursive style.

Paul G. Pacey

Baldwin County Planning Dept
22251 Palmer St.
Robertsdale, Alabama 36567

Dear Sir:

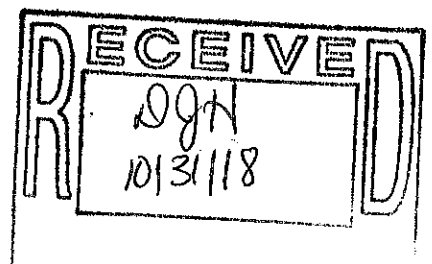
I am a property owner at
17497 Scenic Highway 98 and vehemently
oppose the petition of William Dorgan
to seek RSF-4 zoning on property
located at the corner of County Highway 32
and Scenic Highway 98 in Point Clear. This
is case Z-18041 coming before you.

Granting the request will not enhance the
area, but only the pocket book of Mr.
Dorgan who is a veteran of attempting to change
a beautiful residential community into a
commercial use neighborhood for his benefit

John D. Darden

17497 Scenic Highway

Point Clear, Alabama 36564-0722



D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgan Rezoning, Case No. Z-18041

From: Ritchie Prince [mailto:rp@princemckean.com]
Sent: Wednesday, October 31, 2018 11:07 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Dorgan Rezoning, Case No. Z-18041

Dear Vince,

I am corresponding with you to voice my opposition to the rezoning of the Dorgan property. The Point Clear/Battles Wharf areas have seen commercial entities creeping in lately, but please help stop the commercial growth. We are about to be inundated with a population increase due to the duplexes and houses being built from the developments surrounding Lakewood to the houses going up east of city Rd 34. The area the Dorgans are trying to commercialize has been residential forever. We need to keep the finger in the dike on the Dorgans, because I am afraid if you don't then the next guy that tried to commercialize a lot that has been residential can point to Dorgan as an example of the county caving in. We should not be allowing both the density increase and commercial ventures to ruin the way of life down that way. Let the Dorgans buy a farm and have all the parties they want.

Thanks for the time and for all that you do for the County.

Cordially,

Ritchie

J. R. M. Prince, Esq.
PRINCE, McKEAN, McKENNA & BROUGHTON, LLC
25369 U.S. Highway 98, Suite B
Daphne, Alabama 36526

TELEPHONE 251.433.5441
FACSIMILE 251.431.0159
CELLULAR 251.767.5515

ACCESS MY PROFILE HERE: <https://www.linkedin.com/pub/ritchie-prince/11/a44/311>

SEE US ON FACEBOOK HERE: <https://www.facebook.com/Prince-McKean-McKenna-Broughton-LLC-818767711493913/>
(paste into browser)

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D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgan Rezoning, Case No. Z-18041

From: pat frazer [mailto:pbfrazer@outlook.com]
Sent: Monday, October 29, 2018 3:19 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: adf@frazergreene.com
Subject: Dorgan Rezoning, Case No. Z-18041

Dear Mr. Jackson:

I am writing to oppose William Dorgan's application to rezone the one-acre property he owns just south of the intersection of County Hwy 32 and Scenic Hwy 98 in Pt Clear. I feel it is imperative that Pt. Clear remain a low density, residential community and avoid small lot developments, crowded with houses. My family has owned a home at Pt. Clear for over 70 years and I hate to see the area ruined. Rezoning Mr. Dorgan's property would certainly establish a bad precedent in all of Point Clear.

Thank you for your time.

Sincerely,

Patricia B. Frazer
18055 Scenic Hwy 98

Mailing address: 3613 Linden LN, Mobile, AL 36608

D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgans property zoning change

-----Original Message-----

From: Julia Smith [mailto:juliatsmith1@gmail.com]
Sent: Thursday, October 25, 2018 9:30 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: Gary Smith <gsmith@perdidotrucking.com>
Subject: Dorgans property zoning change

Dear Sir,

Concerning the zone change for Dorgan Property in Point Clear Z18041 As property owners at 18541 Scenic 98 we are very concerned about the over development south of Fairhope city limits.

Several months ago a water main broke in front of our home. The city addressed the issue but the workmen complained that they cannot keep up with the water issues and are not funded to correct drainage issues.

Please consider slowing the extremely fast growing developments and the impacts on the streams and rivers emptying into Mobile Bay.

Thank you,
Julia Touart Smith

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgan Rezoning (Case Z-18041)

From: Patrick Immel [mailto:Patrick.Immel@trubridge.com]
Sent: Thursday, October 25, 2018 8:29 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: 'Sugar Immel' <sugarimмель@gmail.com>
Subject: Dorgan Rezoning (Case Z-18041)

Mr. Jackson, I am writing this morning to voice my strong opposition to the proposed RSF-4 rezoning of the Dorgan property. My wife and I live at 18575-A Scenic Hwy 98 and are approximately 2 miles north of the subject property. We enjoy Point Clear and the Battles Wharf Historic District as it is; a low density residential area. We can see no reason at all to accommodate a high density request such as this. I am unaware of any other properties in this general vicinity being zoned RSF-4 so there is certainly no precedent. We genuinely appreciate the good work you and the Planning Commission continue to do. The zoning regulation enacted in our area is purposeful and good for our overall community. Again, we vehemently oppose the proposed RSF-4 rezoning request. If you have any questions, I am happy to provide any insight that I can.

Sincerely,

Sugar and Patrick Immel

Patrick Immel
Senior Vice President



TruBridge

The Path to Performance

3725 Airport Blvd., Suite 208A
Mobile, AL 36608
T 877-543-3635 F 251-639-8214
trubridge.com



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D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgan Rezoning Case No. Z-18041

From: Bob Moore [mailto:ram1090@aol.com]
Sent: Thursday, October 25, 2018 2:16 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Dorgan Rezoning Case No. Z-18041

Dear Mr. Jackson:

I am a property owner on Calloway Rd. in Point Clear. I am against the rezoning of subject property.

Robert A. Moore Jr.

D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgan Rezoning Case # Z-18041

From: Boyd Douglas [mailto:Boyd.Douglas@cpsi.com]
Sent: Wednesday, October 24, 2018 3:25 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: Largay Douglas <Largay@bellsouth.net>
Subject: Dorgan Rezoning Case # Z-18041

Dear Mr. Jackson and the Planning Commission:

We live at 18575 Scenic Highway 98. Our house is located approximately 2 miles North of the subject property of this case. I am strongly opposed to the Rezoning of this, and for that matter, any property located in Point Clear, Alabama to RSF-4. There is currently no property in Point Clear zoned RSF-4. It should stay that way! Point Clear is a low density residential area and the zoning there is for a reason. There is no reason to allow this property to be rezoned RSF-4. Once again I am strongly opposed to the rezoning of the Dorgan property, Case # Z-18041, to RSF-4.

Please let us know if you need any further information from us regarding our opposition to this rezoning.

Thanks,

Largay and Boyd Douglas



T 1-877-424-1777
F 1-251-639-8214
cpsi.com

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D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgan rezoning case z-18041

From: Albert Haas [mailto:ahaas@theorthogroup.com]
Sent: Wednesday, October 24, 2018 12:52 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Dorgan rezoning case z-18041

Mr Jackson- my name is Albert Haas and I live on Scenic Hwy 98 just south of Baileys's creek with my wife Anne. Like many in our area we are deeply concerned about the potential rezoning of the Dorgan lot referenced above. The reason my wife and I moved to the Point Clear area is the peaceful, quiet neighborhood with low density housing. I drive an hour to work each way every day to live in the best low density neighborhood with little noise and little crime and we do not want to see a precedent for this type of development in our area. Clearly the quality of life would diminish as well as property values and we ask that you oppose changes that would destroy the very reason most of us live there.

Thank you for your time

Albert Haas

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The department fax number is (251) 450-1282 and the department phone number is (251) 470-5265.

D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgan Rezoning Case # Z-18041

From: Mary Shannon Hope [mailto:mhope@leavellinvestments.com]
Sent: Wednesday, October 24, 2018 11:18 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Dorgan Rezoning Case # Z-18041

Dear Mr. Jackson and the Planning Commission:

I live at 16015 Scenic Highway 98. My house is located about 1 mile from the property subject of this case. I am strongly opposed to the Rezoning of this, and for that matter, any property located at Point Clear, Alabama to RSF-4. There is currently no property in Point Clear zoned RSF-4. It should stay that way! Point Clear is a low density residential area and the zoning there is for a reason. There is no reason to allow this property to be rezoned RSF-4. Once again I am strongly opposed to the rezoning of the Dorgan property, Case # Z-18041, to RSF-4.

Thank You
Mary S. Hope

D Hart

From: Vince Jackson
Sent: Monday, November 5, 2018 8:55 AM
To: D Hart
Subject: FW: Dorgan Rezoning, Case No. Z-18041

From: Lyle Hutchison [mailto:Lyle.Hutchison@cpsi.com]
Sent: Wednesday, October 24, 2018 11:07 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: Dorgan Rezoning, Case No. Z-18041

My address is 17777 Scenic Hwy 98, 36532. I am opposed to the rezoning of the Dorgan property.

Lyle E. Hutchison III
Vice President, Sales
Cell 251.654.1020



T 1-877-424-1777
F 1-251-639-8214
cpsi.com

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October 23, 2018

Mr. Vince Jackson
Baldwin County Planning Commission
22251 Palmer Street
Robertsdale AL 36567

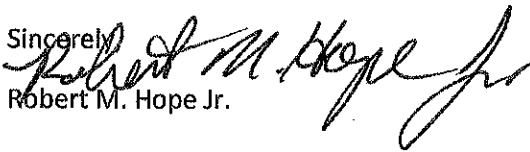
Re: Dorgan Rezoning, Case # Z-18041

Dear Mr Jackson:

I am a resident of Point Clear, Alabama. I live at 16015 Scenic Highway 98. My house is located about 1 mile south of the subject property. I am opposed to the granting of this request which as I understand the case involves the current low density zoning being changed to a much higher density zoning of RSF-4. The area in and around Point Clear is a low density residential area and it should stay that way. Nowhere in the Point Clear community is there a Zoning of RSF-4. There is no logical reason to rezone this property to RSF-4. I am totally opposed to the requested rezoning by Mr. Dorgan.

Sincerely,

Robert M. Hope Jr.



B. GREER RADCLIFF
16947 Scenic Hwy 98
Point Clear, AL 36564

September 24, 2018

To whom it may concern:

In regards to case no. 18041, we are the neighbors at 16947 Scenic Hwy 98 Point Clear, AL and are immediately across the street from the proposed rezoning location. Our family has owned our property since the late 1960's and is opposed to the rezoning from B2 to RSF4. The reason for our opposition is that to our knowledge, almost all of the property in Point Clear that is zoned for residential use, is RSF1 or RSF2. If this property is allowed to be rezoned to RSF4, this will increase the maximum density from 30,000 sq ft per house for RSF1 to 7500 sq ft per house for RSF4. This increase in density will result in more traffic, additional load on the sewage system and storm water concerns as well as an impact on the esthetics of the area.

We respectfully request that the application be denied for a RSF4 classification.


B Greer Radcliff

Mailing address:

11515 Radcliff Lane

Fairhope, AL 36532

D Hart

From: Linda Lee
Sent: Thursday, October 4, 2018 10:15 AM
To: Vince Jackson; D Hart
Subject: FW: Re-zoning Request Z-18041 (Dorgan Property)

Linda Lee

Planner
Baldwin County Planning & Zoning Department
(251) 972-8523

From: Howard Schramm Jr [mailto:spud@hmsjr.net]
Sent: Thursday, October 04, 2018 10:11 AM
To: Linda Lee <LLee@baldwincountyal.gov>
Subject: Fwd: Re-zoning Request Z-18041 (Dorgan Property)

Sent from my iPad

Begin forwarded message:

From: Howard Schramm
Date: October 4, 2018 at 10:03:46 AM CDT
To: spud@hmsjr.net
Subject: Re-zoning Request Z-18041 (Dorgan Property)

I am writing to express opposition to the request to re-zone the property at the corner of Scenic Highway 98 and County Road 32 from B-2 to R-4. I am a permanent resident living within 1/4 mile of this property for the past 24 years. Prior to that my family & I were summer residents of Point Clear since I was a pre-schooler. My parents built a permanent home in 1955 near Bailey Creek which my family enjoyed prior to building my current home.

My desire is to see historic Point Clear maintain its quiet and peaceful character by NOT allowing over-building. I ask that you enforce current zoning regulations and comply with the current Master Plan for our area to ensure that over-building does not increase traffic or the serious water runoff problems we experience.

Howard M Schramm, Jr.
17249 Scenic Highway 98
Point Clear, Alabama

Sent from my iPad

Mr. Vince Jackson
Baldwin County Planning Department
22251 Palmer Street
Robertsdale, Al 36567
Email: Vjackson@baldwincountyal.gov

Ref: Dorgan Rezoning Case No. Z-18041

Mr. Jackson, I'd like to express our support of Mr. Dorgan and his rezoning effort to "Down-Zone" his property from B-2 to RSF-4.

Some facts that I would recommend considering:

- Mathematically ... if allowed to move to RSF-4 ... Mr. Dorgan could position 5 lots on the acre & ... he's only asking for 3 lots / acre.
- We have seen the drafts of proposed houses and found them to be very tastefully designed.
- We're very familiar with PCPOA's sustained position of the elimination of anything B-2 and support of single-family development... thus I'm very confused as to their opposition to this particular RSF-4 development request from a B-2.
- It should be noted that many of in Pt Clear do not oppose properly designed B-2 development... as Mr. Dorgan's property is currently designated. We are on board whether he is allowed B-2 or RSF-4 development.

Your consideration to allow Mr. Dorgan to proceed with his RSF-4 reclassification request would be deeply appreciated.

Respectfully,



George & Amy Spottswood

17227 Scenic Highway 98; Pt Clear, Al. 36564
(approximately 100 yards North of Dorgan rezone site)



Baldwin County Commission

Agenda Action Form

File #: 19-0206, **Version:** 1

Item #: G2

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case No. Z-18044 - DCF, LLC Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2019-014, which APPROVES Case No. Z-18044, DCF, LLC Property, as it pertains to the rezoning of approximately 2.43 acres, located in Planning (Zoning) District 26, from RSF-1, Single Family District, to RSF-2, Single Family District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property is currently zoned RSF-1, Single District. The designation of RSF-2, Single Family District, has been requested in order to establish a family subdivision/multi-generational property through the Planned Residential Development (PRD) site plan process. If the rezoning is approved, the subject property would be combined with an adjacent RSF-2 parcel, and a PRD site plan application would be submitted at a later date.

The Planning Commission considered this request on October 4, 2018 and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

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

Send Notice of Action to the following:

Craig Dyas
DCF, LLC
23210 U.S. Highway 98, Suite A3
Fairhope, Alabama 36532

Additional instructions/notes: Planning and Zoning Department - Update Official Zoning Map.



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-18044

DCF, LLC, Property

Rezone RSF-1, Single Family District to RSF-2, Single Family District

November 20, 2018

Subject Property Information

Planning District: 26
General Location: West of Scenic Highway 98 and South of Battles Road on Mobile Bay
Physical Address: 5480 Battles Road
Parcel Number: 05-45-07-25-0-000-061.000
Existing Zoning: RSF-1, Single Family District
Proposed Zoning: RSF-2, Single Family District
Existing Land Use: Residential
Proposed Land Use: Planned Residential Development (Family Subdivision/Multi-generational Property)
Acreage: 2.43 acres +/-
Applicant: DCF, LLC
23210 U.S. Highway 98, Suite A3
Fairhope, AL 36532
Owner: Same
Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Residential/Undeveloped	RSF-1 and RSF-2
South	Residential	RSF-1 and RSF-2
East	Commercial	B-2, Neighborhood Business District
West	Mobile Bay	N/A

Summary

The subject property is currently zoned RSF-1, Single District. The designation of RSF-2, Single Family District, has been requested in order to establish a family subdivision/multi-generational property through the Planned Residential Development (PRD) site plan process. If the rezoning is approved, the subject property would be combined with an adjacent RSF-2 parcel, and a PRD site plan application would be submitted at a later date.

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.2.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.2.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Agency Comments

Baldwin County Highway Department (Frank Lundy): No comments.

Army Corps of Engineers: No comments received.

ADEM: Any subdivision of the parcel should take into consideration ADEM Admin. Code r. 335-8-2-.11(2). Each new parcel should include sufficient buildable uplands with access thereto so as to avoid future need for wetlands fill in order to realize a reasonable use of the parcel.

Baldwin County Subdivision Department (Seth Peterson): Applicable subdivision approval will be required.

Municipality (City of Fairhope): This application is within the City of Fairhope's Planning Jurisdiction and will therefore require City approval.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with one single family dwelling. The adjoining properties are residential, commercial and undeveloped. The property adjoins Mobile Bay to the west.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Staff is unaware of any changes relevant to the subject property.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. There will be no changes to the Future Land Use Map if the rezoning is approved.

4.) Will the proposed change conflict with existing or planned public improvements?

No conflicts.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Additional home sites are proposed which could bring about an increase in traffic. The use of the property, however, will remain residential.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

See response to item number 1 listed above.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent parcels to the north and south are zoned RSF-2.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

The subject property is located within the Point Clear/Battles Wharf Historic District. As a result, new construction will require the review and approval of the Baldwin County Architectural Review Board.

Although the property is located on Mobile Bay, staff has received no comments pertaining to environmental issues.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

No adverse impacts.

11.) Other matters which may be appropriate.

A variance application pertaining to the proposed PRD site plan is pending. This application will be considered by the Board of Adjustment for County Commission District 2 on October 8, 2018.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RSF-1, Single District. The designation of RSF-2, Single Family District, has been requested in order to establish a family subdivision/multi-generational property through the Planned Residential Development (PRD) site plan process. If the rezoning is approved, the subject property would be combined with an adjacent RSF-2 parcel, and a PRD site plan application would be submitted at a later date.

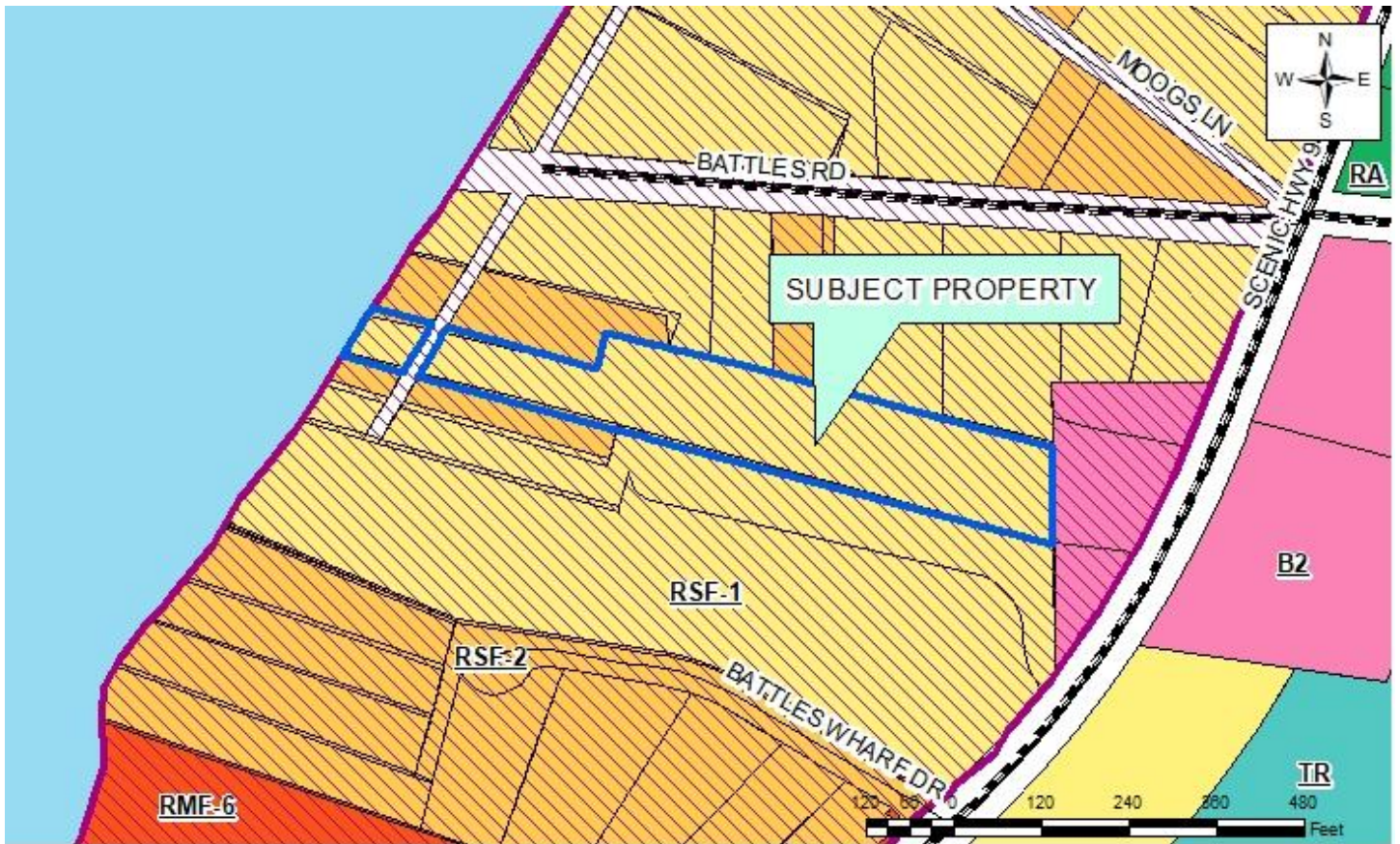
Unless information to the contrary is revealed during the public hearing, staff feels that this rezoning application should be **APPROVED**.*

**On rezoning applications, the County Commission will have the final vote.*

Property Images



Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-18044

DCF, LLC Property

Rezone RSF-1 to RSF-2

10/4/2018

Motion: TO RECOMMEND APPROVAL

Made by: ARTHUR OKEN

Motion Seconded by: BRANDON BIAS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	A	A
Spence Monroe		X
Kevin Murphy	A	A
Arthur Oken	X	
Daniel Nance	X	
Doug Thomas	A	A
Bonnie Lowry	A	A
Brandon Bias	X	

**The Chairman only votes in the event of a tie.*

*MOTION TO RECOMMEND APPROVAL CARRIED
ON A VOTE OF 3-1*

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1 COMMISSION MEMBER ARTHUR OKEN: So moved,
2 Mr. Chairman.

3 CHAIRMAN SAM DAVIS: There's a motion on the
4 table to recommend this. Is there a second?

5 COMMISSION MEMBER BRANDON BIAS: Second.

6 CHAIRMAN SAM DAVIS: Can I have a rollcall
7 vote?

8 MR. VINCE JACKSON: Mr. Oken?

9 COMMISSION MEMBER ARTHUR OKEN: Yes.

10 MR. VINCE JACKSON: Mr. Monroe?

11 COMMISSION MEMBER SPENCE MONROE: Yes.

12 MR. VINCE JACKSON: Mr. Nance?

13 COMMISSION MEMBER DANIEL NANCE: Yes.

14 MR. VINCE JACKSON: And Mr. Bias?

15 COMMISSION MEMBER BRANDON BIAS: Yes.

16 MR. VINCE JACKSON: Motion carries. And we
17 will take that recommendation to the County Commission.

18 CHAIRMAN SAM DAVIS: Thank you, Vince.

19

20 **8C - CASE Z-18044, DCF, LLC PROPERTY**

21 MR. VINCE JACKSON: Okay. Our next case is --
22 This one is also in Planning District 26 -- Z-18044, DCF,
23 LLC Property. This is a re-zoning from RSF-1 to RSF-2.

24 The subject property is located on the west side of
25 Scenic Highway 98 south of Battles Road in Planning
26 District 26. This property is, as I stated, currently
27 RSF-1, and it consists of two-point-three (2.3) acres.

28 The reason for this request is to re-zone to the

1 RSF-2, combine this parcel with an adjacent RSF-2 parcel
2 to the north, and then create -- It's called a family
3 subdivision, but I think the way we would view it is more
4 of a family compound where they would keep the ownership
5 of the property in the family and provide dwelling units
6 for the family members.

7 It's something with the configuration and location
8 of the property and with the configuration that they're
9 looking for that it's a creative thing to do. It's, I
10 think, an admirable goal to keep family property
11 together.

12 It doesn't fit neatly into our conventional
13 regulations. -- So we talked about -- and we talked about
14 it for a while -- how do we get there? What are some
15 options?

16 And basically what they're attempting to do, as I
17 stated, is re-zone this to RSF-2, combine it with an
18 adjacent RSF-2 parcel that they own, then they would seek
19 approval to do a planned residential development. But
20 there's a variance that would have to go along with that.

21 There is a variance application pending. It was
22 originally scheduled for October 8th, but it's been
23 postponed in order to let the re-zoning application run
24 its course.

25 So it probably will not go before the Board of
26 Adjustment until December. So if they get the re-zoning
27 and then if they get the variance, they will proceed with
28 their PRD site plan.

1 We're not considering a variance or a PRD site plan
2 tonight. I'm just bringing that up to kind of let you
3 all know where they're trying to go. So that's the
4 reason that they requested this re-zoning.

5 There is adjacent property zoned RSF-2. They are
6 smaller lots, but it is adjacent. There is also adjacent
7 property zoned B-2.

8 And then if you look to the south, there -- south of
9 Battles Drive -- Battles Wharf Drive, rather, there are
10 some RSF-2 down there. There's some more RSF-2 where
11 Meeks Lane runs into Scenic 98.

12 And then just to the south of the Battles Wharf
13 Drive development, there is an RMS-6 area. That is a
14 condominium development that's been there for a number of
15 years..

16 This is an issue that the staff really doesn't have
17 a problem with. It's a change in designation, but it
18 would not be a change in use. It's a way of
19 accomplishing what has been communicated to us as a kind
20 of creative situation. And, like I said, creativity
21 doesn't always fit within conventional zoning
22 regulations.

23 The only other option we came up with that might
24 have made this work was for them to request re-zoning to
25 RMS-6, multi-family, and we did not feel that that was
26 appropriate here. So they're attempting to get the
27 RSF-2.

28 And I will be happy to answer any questions that you

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1 might have.

2 CHAIRMAN SAM DAVIS: Any questions for Vince?

3 COMMISSION MEMBER SPENCE MONROE: Yeah. Vince,
4 you say they're looking at another piece of property to
5 be part of this compound; correct?

6 MR. VINCE JACKSON: Yes.

7 COMMISSION MEMBER SPENCE MONROE: Which parcel
8 is that on the map?

9 MR. VINCE JACKSON: If you look at the map,
10 there's a parcel to the north that has frontage on the
11 bay that's already zoned RSF-2. It's adjacent to this
12 parcel.

13 COMMISSION MEMBER SPENCE MONROE: The smaller
14 parcel?

15 MR. VINCE JACKSON: Yeah. This family already
16 owns that. So they would combine it, keep all of the
17 property in the family, but they would have additional
18 dwellings to accommodate the different family members.
19 And there's a representative of the applicant here who
20 can better address what their plans are.

21 COMMISSION MEMBER SPENCE MONROE: I see that.

22 CHAIRMAN SAM DAVIS: No one is signed up to
23 speak in favor of this.

24 MR. CRAIG DYESS: If no one has signed up, I'm
25 Craig Dyess, and I'll be glad to speak, if you'll allow
26 it.

27 CHAIRMAN SAM DAVIS: All right. Let's finish
28 up with Vince. Any more questions for Vince?

1 (No response.)

2 CHAIRMAN SAM DAVIS: Thank you, Vince.

3 We'll open the public hearing at this point. Come
4 on up, Craig.

5 MR. CRAIG DYESS: Thank you very much.

6 Vince did a pretty good job leading off. This piece
7 of property has been in my client's family for
8 seventy-five years, plus or minus. And they've got a
9 pretty large family; eight at this point plus quite a few
10 children and grandchildren. And it's a very sentimental
11 piece of real estate.

12 When I sat down with Vince's staff, the objective
13 was to do just as he described, to try to create a family
14 compound. But really adjacent -- They own property
15 adjacent to the north, which has been in their family for
16 the same amount of time.

17 And then the property adjacent to the south is
18 smaller than anything that would ultimately come out of
19 this. And as you can see from the map, there's an RSF-2
20 in quite a bit of places as well as RMFS-6, you know,
21 that it was called years ago.

22 If I can answer any questions, I'll be glad to. But
23 it's pretty straightforward.

24 CHAIRMAN SAM DAVIS: Any questions for Craig?

25 COMMISSION MEMBER SPENCE MONROE: The only two
26 parcels you're looking at though are the one that's in
27 blue right now and the parcel to the north; the smaller
28 parcel?

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1 MR. CRAIG DYESS: Well, they own the smaller
2 parcel already, and it's already zoned RSF-2. The only
3 parcel being requested to change the zoning on, which is
4 RSF-1 is the subject property.

5 COMMISSION MEMBER SPENCE MONROE: Correct. But
6 you would be combining those two properties?

7 MR. CRAIG DYESS: That is correct.

8 CHAIRMAN SAM DAVIS: Any other questions?

9 (No response.)

10 CHAIRMAN SAM DAVIS: Okay. Thank you. There's
11 four people signed up in opposition. I had asked at the
12 beginning of the meeting in a case like this to try to
13 pick one or two in order to present the case. So have
14 y'all done that?

15 MR. RICHARD JOHNSON: No, sir. But I'll go
16 first.

17 CHAIRMAN SAM DAVIS: We appreciate y'all doing
18 that, too.

19 MR. RICHARD JOHNSON: I'm Richard Johnson. I
20 represent Ellen Dyess. She owns the property immediately
21 south to this proposed change. And we're gonna piggyback
22 a lot from the prior application.

23 We're looking at the big picture here. And I think
24 one thing that wasn't asked is how many lots and how many
25 houses they're planning for this family subdivision,
26 they're calling it.

27 It's my understanding they can put, once they
28 combine, up to six to eight different lots on that piece

1 of property. And that's just simply another dangerous
2 precedent to start here.

3 I don't think there's any other estate lots like
4 this up and down Battles Wharf or Point Clear where
5 there's six to eight family homes.

6 You get into the same issue. It doesn't comply with
7 the development pattern plan for this area. It creates a
8 high-density environment. We don't have an ingress or
9 egress, if this gets approved at some point.

10 Right now, there's only one access to the north on
11 here, and it's about ten (10) foot wide, which won't meet
12 the minimum of, I believe, thirty (30) once this -- if
13 this is ever approved.

14 This is supposed to be a low-density area. If you
15 do this, it will be high density. It's gonna also create
16 traffic issues. I'm sure other people may speak about it
17 here today, and the sewage issues as well.

18 Just like the last one, if you do this, I think it
19 is gonna set a dangerous precedent. What's to stop
20 somebody else further down the bay in Point Clear from
21 saying, well, the Dyesses did it, why can't we put in six
22 to eight houses on our property? We've got it.

23 I think if you look at the numbers right now, that's
24 a hundred and three thousand (103,000) square foot
25 they've got just right now before they merge it with the
26 other piece of property. That's six lots right there.

27 And based upon what we've heard, they're planning
28 six to eight on this property. And it's just simply too

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1 much and sets a dangerous precedent for this area.

2 CHAIRMAN SAM DAVIS: Any questions for this
3 gentleman?

4 (No response.)

5 CHAIRMAN SAM DAVIS: Thank you.

6 Did he properly represent, or are there any other
7 concerns that he didn't cover?

8 COMMISSION MEMBER ARTHUR OKEN: There's a
9 variance on this? Is there a pending variance on this
10 case?

11 CHAIRMAN SAM DAVIS: Excuse me?

12 COMMISSION MEMBER ARTHUR OKEN: Was there a
13 variance pending on this case?

14 CHAIRMAN SAM DAVIS: Subject to the re-zoning.

15 MR. RICHARD JOHNSON: Yes. It's postponed.

16 MR. RONALD SNIDER: I'm Ron Snider. My wife
17 and I and Paul and Amy Hamilton have owned a summer house
18 on the bay for approximately thirty years immediately
19 adjacent to this property.

20 In addition to what he said, I guess our main
21 concern is changing the entire character of this property
22 and make this a subdivision.

23 What we've understood, the two houses they own on
24 the bay, they're going to have a third house on the bay.
25 They were going to add five to six more houses behind the
26 property.

27 We have a one-lane driveway with three houses using
28 it now. We could have as many as nine houses using it.

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1 But I think, primarily, it's just a terrible precedent
2 for the Battles Wharf/Point Clear area. And we would
3 respectfully ask that y'all not start setting precedents.

4 CHAIRMAN SAM DAVIS: Any questions for
5 Mr. Snider?

6 (No response.)

7 CHAIRMAN SAM DAVIS: Thank you, sir.

8 MR. RONALD SNIDER: Thank you.

9 CHAIRMAN SAM DAVIS: Anyone else got anything
10 that's signed up in protest that hasn't already been
11 covered? Now is your chance.

12 (No response.)

13 CHAIRMAN SAM DAVIS: All right. Craig, do you
14 want to answer the concerns?

15 MR. CRAIG DYESS: I'll be glad to. Thank you.

16 It's pretty black and white, you know, the reality
17 of this precedent. You know, the last one, Allan was up
18 here. And the previous case you guys heard was about a
19 family subdivision.

20 I think Vince described it as Posey Lane Property.
21 That isn't as Point Clear as it gets. It's down just
22 south of Zundel's. So the other thing is just -- You
23 know, they're all over from here up. The Ridingbarks
24 [sic] have divided property. That's really kind of a
25 moot point from our perspective.

26 The adjacent property, which Mr. Snider spoke of,
27 which he's owned for sometime, he and his partner, you
28 know, it's smaller than any property we would potentially

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1 put on those three acres that we own combined with the
2 lot next door.

3 So at the end of the day, we're not asking for you
4 to approve a subdivision or approve a site plan. We're
5 asking for you to consider re-zoning this to the same
6 zoning as they're asking for, which are, I believe,
7 nonconforming as well even for what they've been zoned
8 RSF-2.

9 So at the end of the day, we're just asking for one
10 thing, just to re-zone our property RSF-2 and let us
11 take -- move it forward and see if we can get to where we
12 need to get.

13 We do have a large family. There's seven children
14 and my mother, who is ninety-three. And this obviously
15 came through her family. So there's a lot of
16 heartstrings tied to this piece of property.

17 And it almost galls me that newcomers would give us
18 grief about the fact that we wanted to stay there on the
19 bay where everyone grew up.

20 Lastly, Ellen Dyess' piece of property without the
21 driveway that goes from the back of Snider's property to
22 the highway would be RSF-2 as well. The only reason is
23 the square footage of that lot is greater than -- It's
24 probably closer to the thirty thousand (30,000) required
25 for RSF-1.

26 Thank you.

27 CHAIRMAN SAM DAVIS: Any questions -- Before
28 you leave, Craig, any questions for Craig?

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1 (No response.)

2 CHAIRMAN SAM DAVIS: All right. Thank you.

3 MR. CRAIG DYESS: Thank you.

4 MS. TRICIA NIEMEYER: Has the family
5 considered --

6 CHAIRMAN SAM DAVIS: Excuse me, ma'am. Are you
7 signed up to speak?

8 MS. TRICIA NIEMEYER: I did something to my
9 foot on the way out. But never mind.

10 MR. CRAIG DYESS: She did sign up to speak.

11 CHAIRMAN SAM DAVIS: She did?

12 MR. CRAIG DYESS: She said her foot is hurt.

13 CHAIRMAN SAM DAVIS: Oh, okay. I'm sorry. I
14 didn't understand you had a foot problem. So go ahead.

15 MS. TRICIA NIEMEYER: Right. I do apologize.

16 I do honor the family's desire to have their
17 seventy-five years of history stay where it is on the
18 bay. I wonder if you could consult with an architect and
19 design such a dwelling that wasn't six separate ones.

20 There's some creative family homes to do exactly
21 what you're trying to do that don't require as much
22 drive, as much parking, as much -- I'm just throwing it
23 out there.

24 MR. CRAIG DYESS: Do you want me to reply?

25 CHAIRMAN SAM DAVIS: If you'd like.

26 MR. CRAIG DYESS: I'll just say yes, we have.
27 We actually are dealing with a couple of architects on
28 this -- a couple of architects and land planners.

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1 The name of the game is to make this small cottages,
2 coastal and as environmentally sensitive as possible.

3 And I know I've had these conversations with the
4 Planning Department many times about other properties on
5 doing environmental subdivisions in site-planned
6 residential communities.

7 And they are available. It's available to us. So
8 yeah. Just like I said, we just want to get through the
9 R-1 to RSF-2 and then let us push forward with a site
10 plan. And you'll get another bite at it.

11 MR. RICHARD JOHNSON: I'd like to raise up
12 another question, if I may. What's to prevent them from
13 selling the lots to somebody else later on down the line?

14 MR. CRAIG DYESS: There is nothing to prevent
15 that.

16 CHAIRMAN SAM DAVIS: Nothing to prevent that
17 now or then.

18 All right. We'll close the public hearing. Staff
19 got anything else?

20 MR. VINCE JACKSON: I was just gonna mention we
21 didn't get into a lot of the details of what they're
22 proposing with their PRD, because we don't have an active
23 PRD application yet. We didn't want to confuse the issue
24 and start discussing an application that is not currently
25 on the table.

26 Like I said, this is an unconventional kind of thing
27 that we spent a lot of time trying to figure out how to
28 possibly make this work. And there were two options.

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1 And the other option of re-zoning to RMS-6, we did
2 not feel was appropriate at all. We felt like this with
3 the re-zoning, a variance PRD, that was an easier way to
4 try to go.

5 And we stated upfront there were no guarantees,
6 because it is unconventional. But we applaud the effort
7 to keep family land together and, you know, have a
8 dwelling for their mother and the various siblings.

9 CHAIRMAN SAM DAVIS: Any questions for Vince?

10 COMMISSION MEMBER SPENCE MONROE: I've got a
11 clarification just to make sure. If we approve or deny
12 this, then it goes to County Commission for their
13 approval?

14 MR. VINCE JACKSON: Yes. As a recommendation.

15 COMMISSION MEMBER SPENCE MONROE: As a
16 recommendation or not, does it also go to Fairhope?

17 MR. VINCE JACKSON: The re-zoning does not.

18 Now, when we get to the -- You know, assuming we get
19 to the point where they submit a PRD site plan, if the
20 PRD site plan is ultimately approved, then there will be
21 some subdivision issues that the City of Fairhope will
22 have to look at. But it'll be after all that.

23 COMMISSION MEMBER SPENCE MONROE: So there's at
24 least two more or three more steps before they can do
25 anything?

26 MR. VINCE JACKSON: At least two, probably
27 more.

28 COMMISSION MEMBER SPENCE MONROE: Okay.

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1 CHAIRMAN SAM DAVIS: Anymore questions for
2 Vince?

3 (No response.)

4 CHAIRMAN SAM DAVIS: Okay. Thank you, Vince.
5 Any discussion?

6 (No response.)

7 CHAIRMAN SAM DAVIS: All right. Anyone care to
8 make a motion?

9 COMMISSION MEMBER ARTHUR OKEN: Motion,
10 Mr. Chairman.

11 CHAIRMAN SAM DAVIS: Motion to recommend
12 approval?

13 COMMISSION MEMBER ARTHUR OKEN: Move for this
14 Planning and Zoning Commission to recommend to the County
15 Commission approval of this application subject to the
16 approval of the pending variance.

17 CHAIRMAN SAM DAVIS: No. This is a re-zoning.
18 So your motion would be to re-zone.

19 COMMISSION MEMBER ARTHUR OKEN: Subject to the
20 variance.

21 MR. VINCE JACKSON: Let me clarify. The
22 variance doesn't have anything to do with the re-zoning.
23 It only has to do with the PRD.

24 COMMISSION MEMBER ARTHUR OKEN: I see.

25 MR. VINCE JACKSON: So they'll have to get the
26 variance before they can move forward with the PRD
27 application.

28 COMMISSION MEMBER ARTHUR OKEN: So I'll restate

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1 the motion. Then it's a motion to recommend to the
2 County Commission to approve this application.

3 CHAIRMAN SAM DAVIS: Is there a second?

4 COMMISSION MEMBER BRANDON BIAS: Second.

5 CHAIRMAN SAM DAVIS: Okay. Let's have a
6 rollcall vote.

7 MR. VINCE JACKSON: Mr. Oken?

8 COMMISSION MEMBER ARTHUR OKEN: Yes.

9 MR. VINCE JACKSON: Mr. Monroe?

10 COMMISSION MEMBER SPENCE MONROE: No.

11 MR. VINCE JACKSON: Mr. Nance?

12 COMMISSION MEMBER DANIEL NANCE: Yes.

13 MR. VINCE JACKSON: And Mr. Bias?

14 COMMISSION MEMBER BRANDON BIAS: Yes.

15 MR. VINCE JACKSON: So that motion carries on a
16 vote of three-to-one. And we will take that
17 recommendation to the County Commission.

18 CHAIRMAN SAM DAVIS: All right. Thank you.

19

20 **8D - CASE Z-18046 THE RESERVE AT DAPHNE PROPERTY**

21 CHAIRMAN SAM DAVIS: Our final case is Z-18046
22 the Research at Daphne. Could we have a staff report?

23 MR. VINCE JACKSON: Yes, sir. This is a
24 request for PRD site plan approval. The applicant is
25 requesting site plan approval of a proposed development
26 to be known as the Reserve at Daphne consisting of six
27 hundred nine (609) lots on approximately four hundred and
28 sixty-nine (469) acres.

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1 The subject property is located north of the Reserve
2 at Daphne Phase I, south of Plantation Hills and east of
3 County Road 54 in Planning District 7, 15 and 28.
4 Planning Districts 15 and 28 are zoned. Planning
5 District 7 is un-zoned.

6 If this seems familiar to you, you have seen this
7 before. This is the third time that you've looked at the
8 Reserve at Daphne -- most of you.

9 When this first came before the Planning Commission,
10 May of 2018, the PRD at that time consisted of six
11 hundred and twelve (612) lots. Subsequent to Planning
12 Commission action, the plans for the PRD were revised to
13 include an additional six (6) lots. And as a result, it
14 was felt that further review by the Planning Commission
15 was necessary, so it came back to the Planning
16 Commission. And that revised site plan was again
17 recommended for approval this time on July 12, 2018.

18 Having said that, the application was withdrawn
19 prior to any action by the County Commission because
20 there was some issues that came up relative to the
21 property. And also, at the time, it was expressed that
22 they might add some additional lots.

23 What we've ended up now is a new application that
24 actually has fewer lots than the original approval.
25 We're down to six hundred nine (609) lots now.

26 I would mention -- And I'm just gonna go through the
27 maps. This is the locator map, area photography, this is
28 a survey, and then this is the proposed site plan.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2019-014

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18044, DCF, LLC Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, DCF, LLC, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 26, for property identified herein and described as follows:

80.5' X 929.2' IRREGULAR FROM THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF BATTLES ROAD & EAST RIGHT-OF-WAY OF BAY FRONT ROAD RUN SW 212'(S) TO THE POINT OF BEGINNING, THENCE CONTINUE SW 80.5, THENCE SE 929.2', THENCE N 135.7', THENCE NW 627.1', THENCE SW 50', THENCE NW 212'(S) TO THE POINT OF BEGINNING, ALSO THE PROPERTY LYING WEST OF BAY SHORE DR & EEAST MOBILE BAY DIRECTLY ADJACENT TO SAID PARCEL, SEC 25-T6S-R1E (ST/WD)

Said property consisting of approximately 2.43 acres.

Otherwise known as tax parcel number **05-45-07-25-0-000-061.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from R-SF1, Single Family District, to RSF-2, Single Family District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on October 4, 2018, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on November 20, 2018; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-18044, DCF, LLC Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 26 from to RSF-1, Single Family District, to RSF-2, Single Family District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 20th day of November, 2018.

Honorable Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, County Administrator/Budget Director

RICHARD B. JOHNSON
251-441-8237
richard.johnson@phelps.com

September 28, 2018

35609-0001

Via Fax: 251-972-8520 and

Via Email: paula.bonner@baldwincountyal.gov

Baldwin County Planning and Zoning Commission
Baldwin County Planning and Zoning Department
Attention: Vince Jackson
22251 Palmer Street
Robertsdale, Alabama 36567

Re: Case No. Z-18044
DCF, LLC Property
Planning District 26
5480 Battles Road, Fairhope, Alabama 36532
Parcel Identification No. 05-45-07-25-0-000-061.000
Scheduled Public Meeting: October 4, 2018, 6:00 p.m.

Dear Mr. Jackson:

Phelps Dunbar has the pleasure of representing Ellen Dyas, who owns property at 18261 Scenic Highway 98, Fairhope, Alabama, 36532, which is adjacent to the subject property. On behalf of resident Ellen Dyas, we write in objection to the request submitted by DCF, LLC, the owner of property located at 5480 Battles Road in Planning District 26, for approval to rezone 2.43+/- acres from RSF-1 Single Family District to RSF-2 Single Family District. Ms. Dyas' objection to this improper request by DCF, LLC includes, but is not limited to, the following reasons:

1. The requested change by DCF, LLC is not compatible with existing development pattern and zoning of nearby properties. Specifically, the majority of nearby properties are properly zoned as RSF-1 Single Family District. Pursuant to Baldwin County Zoning Ordinance, Section 4.2.5, properties zoned for RSF-1 Single Family District shall maintain a minimum lot area of 30,000 Square Feet. Conversely, Section 4.3.5 requires that properties zoned for RSF-2 Single Family District shall maintain a minimum lot area of 15,000 Square Feet, half the requirement of RSF-1. Therefore, DCF, LLC's requests to convert a single property, originally zoned as RSF-1 that has approximately 103,000 Square Feet for one (1) residence, would allow up to six (6) residences which would not be compatible with existing development patterns and zoning of nearby properties. A conversion to RSF-2 would consequently disregard Section 4.2.5 minimum lot area requirements.

COUNSELORS AT LAW

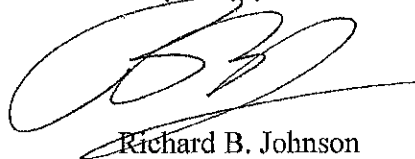
101 Dauphin Street, Suite 1000 | Post Office Box 2727 | Mobile, Alabama 36652-2727 | 251-432-4481 | 251-433-1820 Fax | phelpsdunbar.com

2. The requested change by DCF, LLC is not supported by a change in the conditions upon which the original zoning designation was based or a change in the use of the land when the zoning was established. Instead, a conversion of the land owned by DCF, LLC from RFS-1 to RFS-2 would create an unwise precedent to all other properties, especially the many estate lots located along Scenic Highway 98.
3. The requested change by DCF, LLC would also create conflict with existing and/or planned public improvements.
4. The requested change by DCF, LLC is not consistent with the development patterns in the area and is inappropriate for orderly development in the community. Allowing this improper conversion creates a negative change of character for the neighborhood. Additionally, there is no guarantee that the alleged "family subdivision" will be kept within the family, as each new residence will be allowed to sell the residence to whomever they wish at a later date. Therefore, this improper conversion would create a devastating effect on the development patterns and orderly development of this community and have an adverse effect on the welfare of the County and surrounding vicinity.
5. The 10ft easement currently used to access this property will not practically accommodate an additional five (5) residences. Ms. Dyas was recently contacted by a member of DCF, LLC requesting use of her driveway for ingress/egress to this proposed "Family Subdivision." She rejected this request. As a result, it seems DCF, LLC has no clear plan to ingress/egress the proposed family subdivision.

Therefore, in light of the above objections, among others, our client, Ellen Dyas, strongly opposes the consideration and approval of the request from DCF, LLC to rezone 2.43+/- acres from RSF-1 Single Family District to RSF-2 Single Family District on property located at 5480 Battles Road in Planning District 26.

Should you have any questions or require additional information, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "RBJ", written over a horizontal line.

Richard B. Johnson

RBJ:BSZ:

Palmer C. Hamilton
11 N Water St Ste 1200
Mobile, Alabama 36602

Ronald A. Snider
11 N Water St Ste 1200
Mobile, Alabama 36602

October 1, 2018

Via Fax: 251.972.8520

Via Email: Paula.bonner@baldwincountyal.gov

Baldwin County Planning and Zoning Commission
Baldwin County Planning and Zoning Department
Attention: Vince Jackson
22251 Palmer Street
Robertsdale, Alabama 36567

Re: Case No. Z-18044
DCF LLC Property
Planning District 26
5480 Battles Road, Fairhope, Alabama
Parcel ID. No. 05-45-07-25-0-000-
061.000
Scheduled Public Hearing:
October 4, 2018, 6:00 p.m.

Re: Case No. V-180026
DCF LLC Property
Planning District 26
5480 and 5490 Battles Road,
Fairhope, Alabama
Parcel ID No. 05-45-07-25-0-000-
061.000 and 05-45-07-25-0-000-
071.000
Scheduled Public Hearing:
October 8, 2018, 6:00 p.m.

Dear Mr. Jackson:

This is a difficult letter for us to send. We have been neighbors and friends of the Dyas family for almost thirty years. Nevertheless we must strongly object to these applications which violate both the spirit and the letter of Baldwin County's zoning policy and regulations.

First, we would note that the applications which the Dyas family have filed are, in essence, a single effort to obtain a variance from the clear standards set in the Baldwin County Subdivision Regulations. The initial step in this effort seeks to reduce the zoning classification of the subject property from RSF-1 to RSF-2 in order to water down the minimum standards for the lots (such as minimum lot area and lot width) which they hope to carve out of the property. Even this watering down by changing the zoning to

RSF-2, however, would not be sufficient. So, their next application seeks to substantially water down the minimum standards set for RSF-2.

Why? Couldn't they have sought a variance from the existing zoning of the property? The end result, if granted, would be the same.

Well, it is clear. The drastic watering down of the County's minimum standards would be less noticeable, it was undoubtedly thought, if done in what was hoped would be two bite-sized pieces.

We would urge the Commission to follow the clear minimum standard mandates on this property.

When we purchased our house, which is immediately adjacent to the Dyas property, we did so not envisioning that the subject property could be subsequently transformed into a subdivision of very small houses on very small lots. We also did not envision our driveway would become a subdivision's thoroughfare. The proposal would transform a shady shell driveway serving three residences into the only means of ingress and egress for our house and what we understand would be eight houses on the Dyas property, all of which houses would each be expected to have multiple vehicles.

The applications should be denied on multiple grounds.

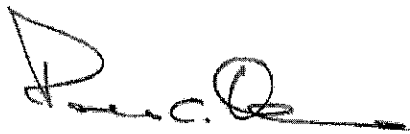
1. The minimum acreage requirement for Planned Residential Development for RSF-1 or RSF-2 is five acres. The property in question is 2.43 acres, not even close to the minimum standards. The variance would require a gutting of this standard, not an adjustment.
2. The applicants have informed some of the neighbors that they intend to subsequently add a third residence on the bay. Again, though, a variance would be necessary, RSF-2 requires 80 foot frontage. RSF-1 is more. The two Dyas lots have frontage of only 180 feet. Why is this not in the variance request? Again, this entire package is designed to make what is being done appear less dramatic.

Baldwin County Planning and Zoning Commission
Baldwin County Planning and Zoning Department
Attention: Vince Jackson
October 1, 2018
Page 3

3. The applications do not address how the subdivision's houses would obtain ingress and egress. The current drive used by the property would fail to meet the minimum standards required by Section 5.5.17 of the Baldwin County Subdivision Regulations which requires a minimum width of 30 feet. The current drive is less than half this width. How can the Commission be expected to pass on a subdivision when one of the specified requirements for the subdivision is not met nor is the applicant's intent in this regard revealed?
4. The requested change in zoning is not supported by any change in the conditions that led to the original zoning designation. It would create a very unfortunate precedent for larger estate properties in Point Clear and Battles Wharf.
5. The proposed change is totally inconsistent with the development patterns in Battles Wharf.

We will be happy to supplement or respond to any questions. We very much appreciate your consideration of this letter of opposition.

Sincerely,



Palmer C. Hamilton
Direct Dial: 251.439.7506
Direct Fax: 251.439.7354
PHamilton@JonesWalker.com



Ronald A. Snider
Direct Dial: 251.439.7548
Direct Fax: 251.439.7377
RSnider@JonesWalker.com

**To: Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567**

Date: September 29, 2018

Reference your Notice of Public Hearing on Case No. Z18044, DCF LLC Property, Planning District 26 received by me on 9/24/18.

Our home and land owned by my wife and I at 5530 Battles Road is adjacent to the 2.43 acres for which rezoning from RSF-1 to RSF-2 has been requested by DCF LLC Property to allow for more intense development.

We believe in being good neighbors but certainly would be harmed by such action, and therefore oppose it. A major factor in our establishing our home in May, 1992 in this residential area of large lots near Point Clear was then, and is today, that the applicable Baldwin County Zoning will protect our privacy and peacefulness.

Existing residents certainly need this zoning protection from excess density and the accompanying increased traffic, noise, lights shining on our property, air pollution and other disruptions to us. I believe that the vast majority of people living in this area feel likewise and do not want their properties overcome by higher density developments.

Thanks in advance for your help in this matter,



**Richard Westmoreland
5530 Battles Road
Fairhope, AL 36532
(251)928-5150
nearbay@mchsi.com**



Baldwin County Commission

Agenda Action Form

File #: 19-0208, **Version:** 1

Item #: G3

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case No. Z-18046 - The Reserve at Daphne Planned Residential Development (PRD) Site Plan

STAFF RECOMMENDATION

Adopt Resolution #2019-015, which APPROVES Case No. Z-18046 - The Reserve at Daphne Property, as it pertains to the request for Planned Residential Development (PRD) Site Plan Approval for The Reserve at Daphne. Said property consisting of approximately 469 acres and located in Planning (Zoning) Districts Number 15, Number 28 and Number 7.

BACKGROUND INFORMATION

Previous Commission action/date: June 19, 2018

Background: The proposed development is to be known as The Reserve at Daphne, and if approved would consist of 609 lots. The subject parcels encompass approximately 469 acres and are in Planning Districts 15, 28 and 7. The properties located in Planning Districts 15 and 28 are currently zoned RSF-2, Single Family District. The properties located in Planning District 7 are unzoned. The original request for PRD site plan approval was considered and recommended for approval by the Planning Commission on May 3, 2018. At that time, the PRD included 612 lots. Subsequent to the Planning Commission action, the plans for the PRD were revised to include an additional 6 lots. As a result, further review of the PRD site plan by the Planning Commission was required. On June 19, 2018, the County Commission tabled action on this case so that it could be returned to the Planning Commission, which then considered the revised site plan on July 12, 2017, and voted again to recommend approval. The application, however, was subsequently withdrawn due to the need for additional changes. It should be noted that the current request calls for 609 lots which represents a reduction from the original submittal.

The County Commission approved the rezoning request (Case No. Z-18022) which accompanied the first PRD application on June 19, 2018.

The Planning Commission considered this request on October 4, 2018 and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

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

Send Notice of Action to the following:

Steven Pumphrey
Dewberry Engineers, Inc.
25353 Friendship Road
Daphne, Alabama 36526

Additional instructions/notes: Planning and Zoning Department - Update Official Zoning Map.



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case Z-18046

The Reserve at Daphne Property

Planned Residential Development (PRD) Site Plan for The Reserve at Daphne

November 20, 2018

Subject Property Information

Planning Districts:	15, 28 and 7 (unzoned)
General Location:	North of the Reserve at Daphne Phase 1, south of Plantation Hills & east of County Road 54, in Sections 12 & 13, T5S, R2E
Physical Address:	N/A
Parcel Numbers:	<u>Planning District 15</u> 05-43-06-13-0-000-002.000 05-43-06-13-0-000-002.001 05-43-06-13-0-000-002.005 05-43-06-13-0-000-002.010 05-43-06-13-0-000-006.000 05-43-06-13-0-000-012.000 <u>Planning District 28</u> 05-43-01-12-0-000-001.000 <u>Planning District 7</u> 05-43-01-12-0-000-023.000 05-43-01-12-0-000-024.003
Existing Zoning:	RSF-2, Single Family District (Planning Districts 15 and 28), Unzoned (Planning District 7)
Existing Land Use:	Undeveloped
Proposed Land Use:	The Reserve at Daphne (PRD), 609 lots
Acreage:	469 acres, more or less (468.94 acres)
Applicant:	Dewberry Engineers, Inc. (Steven Pumphrey) 25353 Friendship Road Daphne, AL 36526
Owners:	Tania Lazzari 22895-A Mobile Street Robertsdale, AL 36567

Langdon B. Conaway
129 Lake Pointe Circle SW
Huntsville, AL 35824

GCOF Reserve at Daphne, LLC
405 Lexington Avenue, 34th Floor
New York, NY 10174

Joe Lazzari
26480-A County Road 54 W
Daphne, AL 36526

Robin Bolar
10646 County Road 64
Daphne, AL 36526

Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

ADJACENT ZONING

North: RA, Rural Agricultural District, RSF-2, Single Family District and Unzoned

South: RA, Rural Agricultural District, RSF-2, Single Family District, B-4, Major Commercial District, M-1, Light Industrial District and Unzoned

East: RA, Rural Agricultural District and Unzoned

West: RA, Rural Agricultural District, RSF-2, Single Family District and Unzoned

The surrounding properties are primarily forested timberland and residential.

Summary

The proposed development is to be known as The Reserve at Daphne, and if approved would consist of 609 lots. The subject parcels encompass approximately 469 acres and are in Planning Districts 15, 28 and 7. The properties located in Planning Districts 15 and 28 are currently zoned RSF-2, Single Family District. The properties located in Planning District 7 are unzoned. The original request for PRD site plan approval was considered and recommended for approval by the Planning Commission on May 3, 2018. At that time, the PRD included 612 lots. Subsequent to the Planning Commission action, the plans for the PRD were revised to include an additional 6 lots. As a result, further review of the PRD site plan by the Planning Commission was required. On June 19, 2018, the County Commission tabled action on this case so that it could be returned to the Planning Commission, which then considered the revised site plan on July 12, 2017, and voted again to recommend approval. The application, however, was subsequently withdrawn due to the need for additional changes. It should be noted that the current request calls for 609 lots which represents a reduction from the original submittal.

The County Commission approved the rezoning request (Case Z-18022) which accompanied the first PRD application on June 19, 2018.

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Agency Comments

Baldwin County Highway Department

Seth Peterson, P.E.: Subdivision approval will be needed for this development. Access, utilities, stormwater requirements, etc. will be addressed at that time for compliance with the Baldwin County Subdivision Regulations.

ADEM (J. Scott Brown):

From: Brown, Scott [<mailto:jsb@adem.alabama.gov>]

Sent: Tuesday, April 17, 2018 8:41 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Connole, Timothy N <TNC@adem.alabama.gov>; Denson, Dana T <DDenson@adem.alabama.gov>; Leaptrott, Lacey M <lacey.leaptrott@adem.alabama.gov>; Tom Herder <therder@mobilebaynep.com>; Shaneyfelt, Randy C <RCS@adem.alabama.gov>

Subject: The Reserve at Daphne • case Z-18022 and Z-18023 PRD Site Plan Approval

Good morning DJ:

While the project is located outside of the coastal area of Alabama as defined in ADEM Admin. Code r. 335-8-1-.02 (k), Baldwin County as a whole is part of the Alabama Coastal Area Management Program's Coastal Nonpoint Pollution Control Program. The applicant proposes to designate 97.76 acres of wetlands (20.8% of the 470-acre development) as common area to be owned by the POA. The ADEM very much appreciates the applicant's efforts to preserve these wetlands resources. The ADEM encourages the applicant to further protect those resources from future fill and development through deed restriction in perpetuity which would not authorize the placement of fill or the construction of structures (other than pile-supported boardwalks) within any wetlands on any lot or common area.

v/r,

J. Scott Brown, Chief
Mobile Branch Office
Field Operations Division
ADEM
251.304.1176

Municipality: No comments received.

Staff Analysis and Findings

The requirements and standards for review and approval of Planned Developments are found at Article 9 in the *Baldwin County Zoning Ordinance*. According to Section 9.1, It is the purpose of this article to permit Planned Developments which are intended to encourage the development of land as planned communities, encourage flexible and creative concepts of site planning; preserve the natural amenities of the land by encouraging scenic and functional open areas; accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of these ordinances; provide for an efficient use of land resulting in smaller networks of streets and utilities where access to regional systems is impractical and thereby lowering development and housing costs; and provide a stable environmental character compatible with surrounding areas.

Planned Residential Development (PRD) approval requires the submission of a final site plan. The process works in much the same way as a rezoning, and the Planning Commission will make a recommendation to the County Commission as to whether or not the PRD site plan should be approved.

A PRD final site plan shall be prepared by a licensed engineer, architect or land surveyor. The requirements for the site plan are found at Section 9.5.5.2 of the zoning ordinance and are listed as follows:

- (a) Name and address of owner(s) of record.
- (b) Proposed name of the planned development, date, north point, scale, and location.
- (c) Name of licensed engineer, architect or land surveyor.
- (d) Vicinity map showing the location of the planned development.
- (e) Exact boundaries of the site shown with bearings and distances.
- (f) Names and addresses of the owners of land immediately adjoining the site as their names appear upon the plats in the office of the county tax assessor and their addresses appear in the directory of the county or on the tax records of the county.
- (g) Wooded areas, wetlands 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 site and on adjacent land within 100-feet of the site.
- (i) Proposed rights-of-way or easements including location, widths, purposes, and street names.
- (j) The location and size of all lots.
- (k) Proposed minimum building setback lines shown and labeled on each lot.
- (l) Proposed parks, school sites, or other public open spaces, if any.
- (m) Site data:
 - 1. Acreage in total tract.
 - 2. Smallest lot size.
 - 3. Total number of lots.
 - 4. Linear feet in streets.
 - 5. Amount of impervious surface.
 - 6. Density.

(n) Any area within or adjacent within 100-feet of the proposed planned development subject to inundation by the base flood as defined herein, or subject to periodic inundation by storm drainage overflow or ponding, shall be clearly shown and identified on the site plan.

(o) 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.

(p) An acceptable wetlands jurisdictional determination from a certified environmental consultant if the proposed planned development contains wetlands or if the Zoning Administrator or his/her designee determines potential wetlands from the Generalized Wetland map as defined herein, or through a site visit by County Staff.

(q) The name of each utility company proposed to provide water, sewer, electrical, and telephone service.

(r) Proposed land uses and the location of proposed buildings and other structures including walls and fences (when appropriate).

(s) Number and location of parking spaces.

(t) The method proposed to maintain private common open areas, buildings or other facilities, including copies of all legal documents necessary to accomplish this.

(u) A schedule of development (when appropriate).

(v) Topography, including existing contours at intervals of 2-feet.

(w) When the final site plan is part of a large scale PRD, the phase of the project and its location shall be given on the final development site plan.

As stated previously, the proposed development is to be known as The Reserve at Daphne. The project narrative, which was submitted for the Planning Commission hearing, is quoted as follows:

This is a proposed single family development consisting of 609 lots at a density of 1.30 units per acre. There are 204 lots proposed at 52' x 125' (6,500 s.f.) and 317 lots at 60' x 135' (8,100 s.f.) and 88 lots at 100' x 150' (15,000 s.f.). The proposed building setbacks are 25' front and rear with 6' side setbacks on the 52' wide lots, 30' front and rear with 6' side setbacks on the 62' wide lots, and 30' front and rear with 10' side setbacks on the 100' wide lots. The proposed maximum building heights will be 40'/3 stories. The proposed maximum building coverage on each lot will be 55% for the 52' lots, 50% for the 60' lots, and 45% for the 100' lots.

Within the 468.94 acre development approximately 40% of the site is being developed into single family lots and roadways. The remaining property consists of a 17.78 acre (3.8%) school site, 97.76 acres (20.8%) of wetlands, 110.27 acres (23.5%) of passive open space, and 55.57 acres (11.9%) of active open space. These total 281.38 acres or 60.0% of the total site. Some of the detention ponds shown on the master plan are actually lakes that will provide for stormwater detention and have been included in the passive open space area. The wetlands, the passive open space, and active open space will be located in and designated as common areas. These will be owned and maintained by the property owners association.

A development of the size would be classified as a small scale planned development due to the fact it occupies at least five acres but less than 1000 acres. Copies of the site plan and full project narrative are included as attachments to this staff report. According to the narrative, seven phases of development are proposed.

Staff has reviewed the submittals and has found that the request meets the requirements as setout above. Please note that PRD site plan approval does not represent Subdivision approval. Where a planned development involves the subdivision of land, a subdivision plat shall be approved in accordance with the procedures established in the *Baldwin County Subdivision Regulations*. Subdivision review will come at a later time. Article 9, Planned Developments, from the subdivision regulations will be applicable due to the fact that a portion of the proposed development is unzoned.

Staff Comments and Recommendation

As stated previously, the proposed development is to be known as The Reserve at Daphne, and if approved would consist of 609 lots. The subject parcels encompass approximately 469 acres and are in Planning Districts 15, 28 and 7. The properties located in Planning Districts 15 and 28 are currently zoned RSF-2, Single Family District. The properties located in Planning District 7 are unzoned. The original request for PRD site plan approval was considered and recommended for approval by the Planning Commission on May 3, 2018. At that time, the PRD included 612 lots. Subsequent to the Planning Commission action, the plans for the PRD were revised to include an additional 6 lots. As a result, further review of the PRD site plan by the Planning Commission was required. On June 19, 2018, the County Commission tabled action on this case so that it could be returned to the Planning Commission, which then considered the revised site plan on July 12, 2017, and voted again to recommend approval. The application, however, was subsequently withdrawn without due to the need for additional changes. It should be noted that the current request calls for 609 lots which represents a reduction from the original submittal.

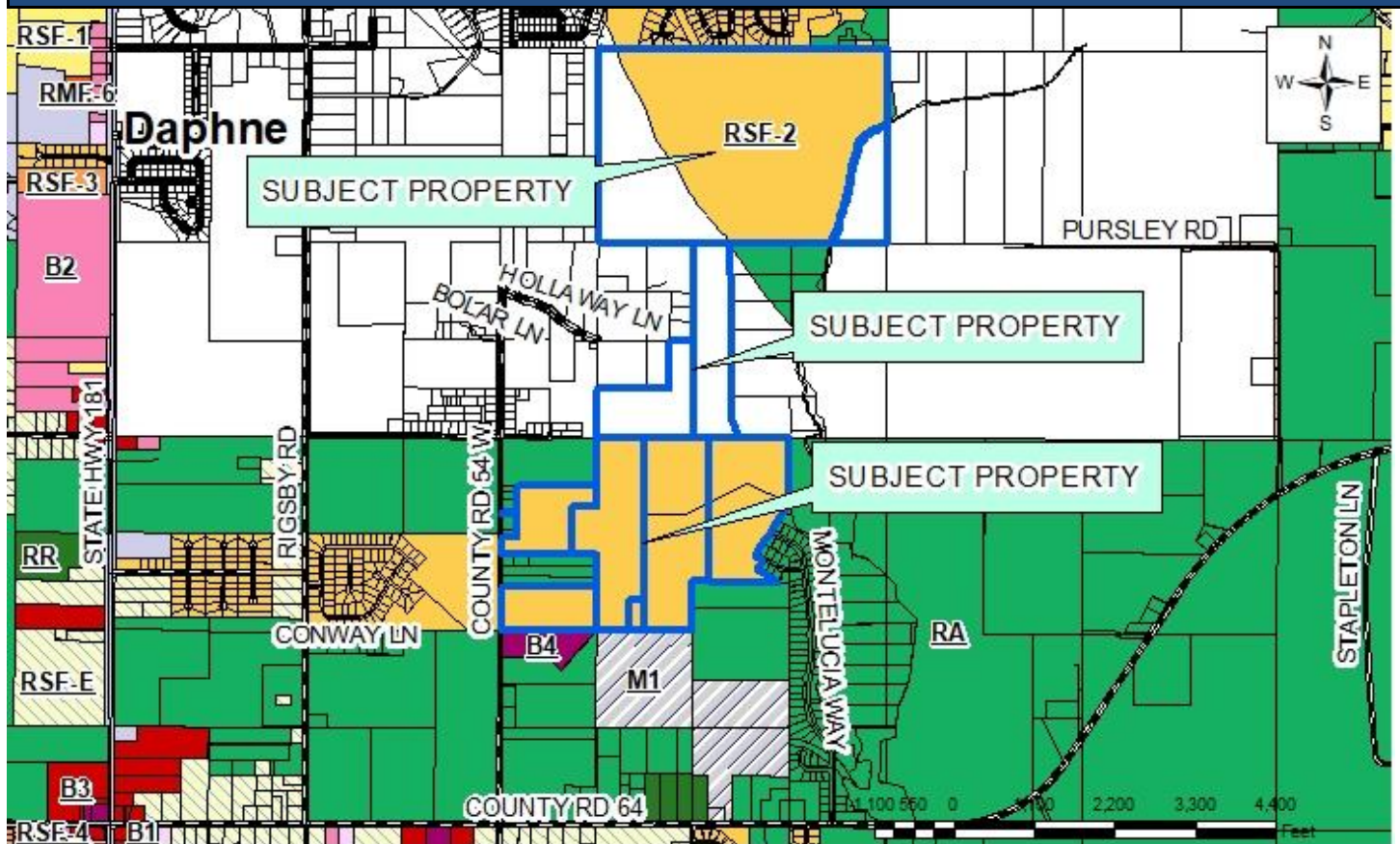
As with the previous applications, staff recommends **APPROVAL** of Case Z-18023, The Reserve at Daphne Planned Residential Development (PRD) Site Plan.*

**On Planned Residential Development (PRD) site plan requests, the County Commission will have the final vote.*

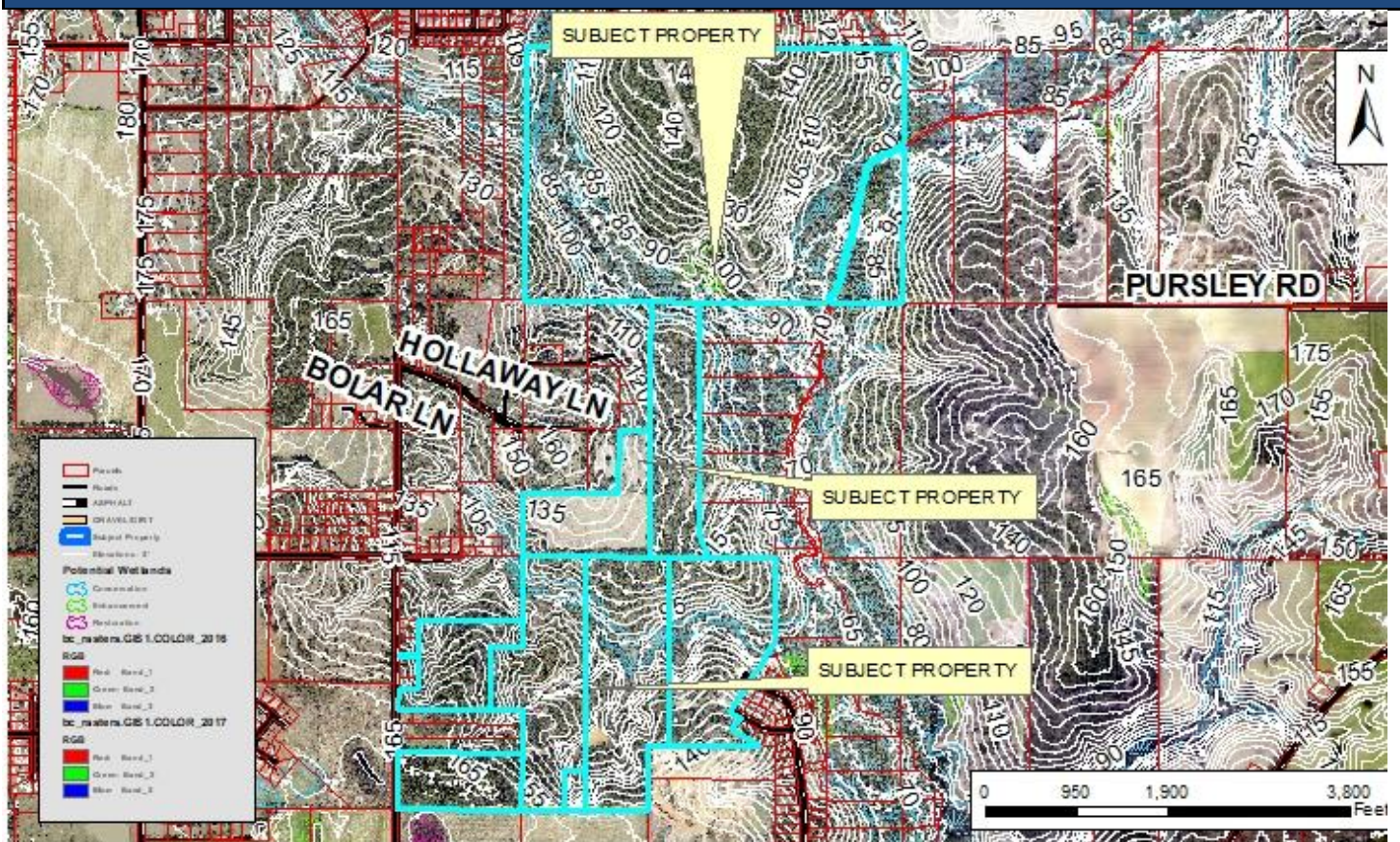
Property Images



Locator Map



Site Map



**PROJECT NARRATIVE FOR THE RESERVE AT DAPHNE,
A PLANNED RESIDENTIAL DEVELOPMENT
SEPTEMBER 4, 2018**

The Reserve at Daphne, a Planned Residential Development (PRD), is a proposed 468.94 acre subdivision located in Sections 12 and 13, Township 5 South, Range 2 East, Baldwin County, Alabama. More specifically, it is located immediately north of and is a continuation of The Reserve at Daphne Phase One Subdivision, which is located on the north side of County Road 64. It extends to the north and borders the south side of Plantation Hills and Bay Branch Villas, which are located south of US Highway 90. A portion of the PRD fronts on County Road 54 to the west and partially borders or is near to Fish River on the east. The site is located in Baldwin County Zoning Districts 15 and 28 and unzoned District 7. The portions located in Districts 15 and 28 were recently rezoned to RSF-2.

This is a proposed single family development consisting of 609 lots at a density of 1.30 units per acre. There are 204 lots proposed at 52' x 125' (6,500 s.f.) and 317 lots at 62'x135' (8,100 s.f.) and 88 lots at 100'x150' (15,000 s.f.). The proposed building setbacks are 25' front and rear with 6' side setbacks on the 52' wide lots, 30' front and rear with 6' side setbacks on the 62' wide lots, and 30' front and rear with 10' side setbacks on the 100' wide lots. The proposed maximum building heights will be 40'/3 story. The proposed maximum building coverage on each lot will be 55% for the 52' lots, 50% for the 62' lots, and 45% for the 100' lots.

Within the 468.94 acre development approximately 40% of the site is being developed into single family lots and roadways. The remaining property consists of a 17.78 acre (3.8%) school site, 97.76 acres (20.8%) of wetlands, 110.27 acres (23.5%) of passive open space, and 55.57 acres (11.9%) of active open space. These total 281.38 acres or 60.0% of the total site. Some of the detention ponds shown on the master plan are actually lakes that will provide for stormwater detention and have been included in the passive open space area. The wetlands, the passive open space, and active open space will all be located in and designated as common areas. These will be owned and maintained by the property owners association.

Access to this development is by way of the existing roadway to the south, Montelucia Way, in The Reserve at Daphne Phase One which connects to County Road 64. An additional connection will be to the west at County Road 54, which will be part of the Phase 2 development. The proposed school site has frontage and access on County Road 54 and will also have access to the proposed development on the east side of the school site.

All roadways will be designed in accordance to the standards shown on the attached typical roadway section. The roadways are proposed to be public and maintained by Baldwin County. Sidewalks will be constructed on both sides of all roadways and are to be ADA compliant. Sidewalks adjacent to common areas will be installed by the developer during the construction of the infrastructure for each phase of development. All other sidewalks will be bonded and installed by the home builder at the time of

house construction. The bond would be for a 2-year period with an option to extend for 2 more years.

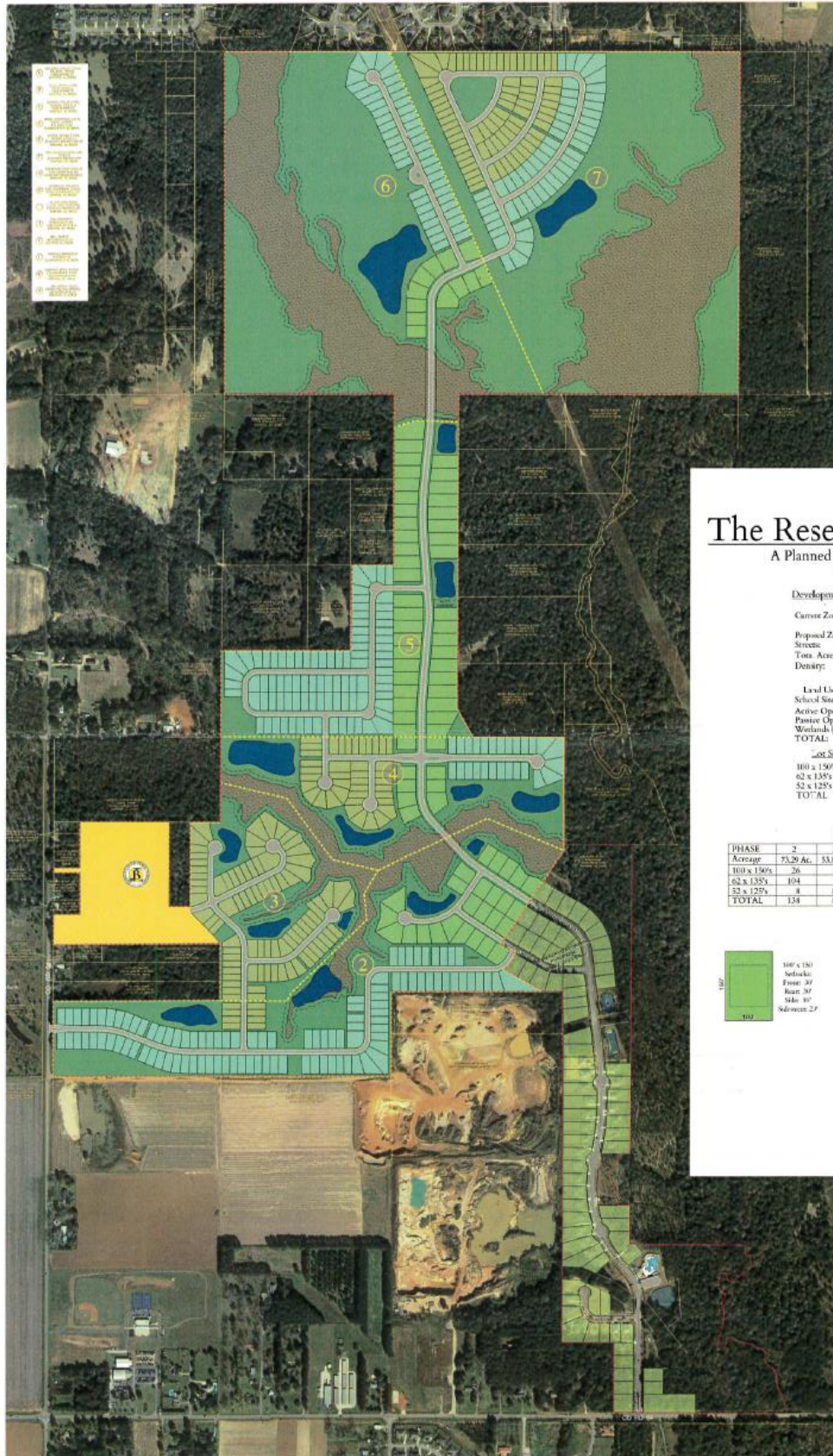
All utilities will be constructed underground and in accordance to the standards of the respective utility companies. The stormwater management system will be designed in accordance with the Baldwin County design standards. All stormwater drainage features located outside of the County right-of-ways will be maintained by the property owners association.

A preliminary landscape plan has been provided with this PRD application. Final landscape plans will be provided as part of the subdivision submittal process for each phase. The required landscaping will be provided in the common areas and installed during construction of the infrastructure adjacent to those common areas.

The existing Covenants and Restrictions for the Reserve at Daphne Phase One will be revised to add each phase of the PRD development as such phase is completed. These revisions will insure that the drainage infrastructure outside of public roadways and common areas will be maintained.

The proposed PRD property owners will be allowed to use the amenities located in Phase One and will also share in the maintenance responsibilities for those facilities. Likewise the property owners in Phase One will have access to and use of the passive/recreational areas in the PRD. The developer reserves the right, in the future, to revise common areas/passive and recreation areas to add any of the following: swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, linear park, public parks, etc.

There are seven phases of development proposed to complete the overall PRD. Upon approval of the PRD by the County Commission, plans are to immediately seek approval of and begin construction on Phase Two. Even though future Phase construction will be market driven, the plans at this time would be to begin construction on each subsequent Phase every two to three years.



The Reserve at Daphne

A Planned Residential Development
Daphne, Alabama

Development Summary

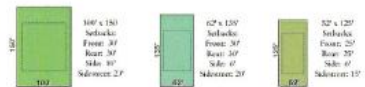
Current Zoning: RSF-2 R RA (B.C. Dist. 15)
 Proposed Zoning: RA (B.C. Dist. 28) and Note (B.C. Dist. 7)
 Streets: P.R.15
 Total Acreage: 27,506 L.F.
 Density: 468.94 Ac.
 Density: 1,30 Units per Acre

Land Use
 School Site: 17.78 Ac. (3.45%)
 Active Open Space: 35.57 Ac. (11.9%)
 Passive Open Space: 110.27 Ac. (23.5%)
 Wetlands (11.1): 97.76 Ac. (20.8%)
 TOTAL: 261.38 Ac. (60.0%)

Lot Summary
 100' x 150's: 88 (14.4%)
 62' x 125's: 317 (52.1%)
 52' x 125's: 204 (23.5%)
 TOTAL: 609

Phasing Summary

PHASE	2	3	4	5	6	7
Acreage	73.29 Ac.	53.97 Ac.	44.04 Ac.	52.09 Ac.	115.83 Ac.	124.02 Ac.
100' x 150's	26	0	9	41	12	0
62' x 125's	104	0	26	88	47	52
52' x 125's	8	82	40	0	0	74
TOTAL	134	82	75	129	59	126



Dewberry

3940 Belltown Avenue
 Daphne, Alabama 36526
 251-660-5650

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-18046

The Reserve at Daphne

PRD Site Plan Approval

10/4/2018

Motion: TO RECOMMEND APPROVAL

Made by: DANIEL NANCE

Motion Seconded by: ARTHUR OKEN

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes		
Spence Monroe	X	
Kevin Murphy		
Arthur Oken	X	
Daniel Nance	X	
Doug Thomas		
Bonnie Lowry		
Brandon Bias	X	

**The Chairman only votes in the event of a tie.*

*MOTION TO RECOMMEND CARRIED ON A VOTE
OF 4-0*

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 the motion. Then it's a motion to recommend to the
2 County Commission to approve this application.

3 CHAIRMAN SAM DAVIS: Is there a second?

4 COMMISSION MEMBER BRANDON BIAS: Second.

5 CHAIRMAN SAM DAVIS: Okay. Let's have a
6 rollcall vote.

7 MR. VINCE JACKSON: Mr. Oken?

8 COMMISSION MEMBER ARTHUR OKEN: Yes.

9 MR. VINCE JACKSON: Mr. Monroe?

10 COMMISSION MEMBER SPENCE MONROE: No.

11 MR. VINCE JACKSON: Mr. Nance?

12 Yes. COMMISSION MEMBER DANIEL NANCE: Yes.

13 MR. VINCE JACKSON: And Mr. Bias?

14 Yes. COMMISSION MEMBER BRANDON BIAS: Yes.

15 MR. VINCE JACKSON: So that motion carries on a
16 vote of three-to-one. And we will take that
17 recommendation to the County Commission.

18 CHAIRMAN SAM DAVIS: All right. Thank you.

19

20 SD - CASE Z-18046 THE RESERVE AT DAPHNE PROPERTY

21 CHAIRMAN SAM DAVIS: Our final case is Z-18046
22 the Research at Daphne. Could we have a staff report?

23 MR. VINCE JACKSON: Yes, sir. This is a
24 request for PRD site plan approval. The applicant is
25 requesting site plan approval of a proposed development
26 to be known as the Reserve at Daphne consisting of six
27 hundred nine (609) lots on approximately four hundred and
28 sixty-nine (469) acres.

1 The subject property is located north of the Reserve
2 at Daphne Phase I, south of Plantation Hills and east of
3 County Road 54 in Planning District 7, 15 and 28.
4 Planning Districts 15 and 28 are zoned. Planning
5 District 7 is un-zoned.

6 If this seems familiar to you, you have seen this
7 before. This is the third time that you've looked at the
8 Reserve at Daphne -- most of you.

9 When this first came before the Planning Commission,
10 May of 2018, the PRD at that time consisted of six
11 hundred and twelve (612) lots. Subsequent to Planning
12 Commission action, the plans for the PRD were revised to
13 include an additional six (6) lots. And as a result, it
14 was felt that further review by the Planning Commission
15 was necessary, so it came back to the Planning
16 Commission. And that revised site plan was again
17 recommended for approval this time on July 12, 2018.

18 Having said that, the application was withdrawn
19 prior to any action by the County Commission because
20 there was some issues that came up relative to the
21 property. And also, at the time, it was expressed that
22 they might add some additional lots.

23 What we've ended up now is a new application that
24 actually has fewer lots than the original approval.
25 We're down to six hundred nine (609) lots now.

26 I would mention -- And I'm just gonna go through the
27 maps. This is the locator map, area photography, this is
28 a survey, and then this is the proposed site plan.

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 And if you'll notice, at the west side of the
2 development, there is some property that has been set
3 aside for a school site with frontage on County Road 54.

4 The staff recommends approval of the PRD site plan
5 to the County Commission. A PRD site plan approval works
6 the same way as a re-zoning where you are recommending
7 body to the County Commission.

8 And I would point out that you have already
9 recommended approval on this twice. So we are asking
10 again for a recommendation to approve.

11 CHAIRMAN SAM DAVIS: All right. Thank you,
12 Vince.

13 Any questions for Vince?

14 (No response.)

15 CHAIRMAN SAM DAVIS: All right. There's three
16 people signed up to speak for and only one in opposition.

17 Casey Hill?

18 MS. CASEY HILL: Good evening. My name is
19 Casey Hill. I work with Dewberry, and I'm representing
20 the developer for this application for the modification.
21 I'm more than happy to answer any questions that you may
22 have. And I appreciate your time.

23 CHAIRMAN SAM DAVIS: Any questions for
24 Ms. Hill?

25 COMMISSION MEMBER SPENCE MONROE: Which lots
26 did you eliminate?

27 MS. CASEY HILL: Well, we eliminated -- Let's
28 see. We eliminated nine (9) overall. I don't exactly

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 remember where they are in terms of the entire
2 development. It's six hundred-ish lots, so it would be
3 kind of hard for me to remember.

4 But the reason that happened was because they
5 changed certain lot dimensions from sixty (60) foot wide
6 to sixty-two (62) foot wide. So, in essence, it took
7 away nine (9) lots overall.

8 CHAIRMAN SAM DAVIS: I don't remember if I said
9 that the public hearing was open or not, but it is open.

10 Okay. Well, thank you.

11 Ms. Toler and Mr. Bolar, y'all were signed up in
12 favor. Have y'all got anything to add at this point?

13 MS. LOUISA TOLER: Yes. I am Louisa Toler.

14 And I'm not speaking against the development.

15 At the County Commission meeting on June the 19th, I
16 did voice my concerns about the situation where you have
17 to drive so far to the north border of this property and
18 voiced my concerns about the need for the people at the
19 far north extremities to have some access for exit area
20 to Highway 90.

21 Because there are almost four hundred (400) houses
22 that have no way out except across a bridge there to the
23 south with where the road gives you a choice of going to
24 Highway 64 or Highway 54.

25 So at the County Commission meeting on June the
26 19th, I asked that consideration be given to looking into
27 the matter of finding an outlet to give these people
28 another way out of this property to the north.

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 So I'm asking for a progress report. Because the
2 County Commission did view that situation favorably in
3 terms of safety and emergency situations.

4 And so I want to know has the developer made any
5 progress in finding an access route to Highway 90.

6 CHAIRMAN SAM DAVIS: All right. We'll get them
7 to come back and answer that question after we hear from
8 anyone else that's here.

9 MS. LOUISA TOLER: Okay.

10 CHAIRMAN SAM DAVIS: Mr. Bolar, have you got
11 anything?

12 MR. FRED BOLAR: No.

13 CHAIRMAN SAM DAVIS: Carol McKnight signed up
14 in opposition.

15 MS. CAROL MCKNIGHT: Good evening. I have to
16 acknowledge that Ms. Toler is my sister. And I'm not
17 totally opposed to this program, but I am still concerned
18 about the infrastructure. The traffic and the situation
19 is horrible. It's only gonna get worse.

20 On 54 east at 64, there's a plan for a school that
21 according to a school board member told me this week that
22 they anticipate seven hundred (700) children going to
23 that school, which should open in 2020.

24 On this map, you also have a potential school
25 location. Although the rumor is going around the
26 community that there's to be a middle school there,
27 Mr. Tyler's office could not confirm that for me nor
28 could a school board member. I have not received a

1 response from somebody else. But there is that
2 potential.

3 In addition, we have Patolla Farms that has nine
4 hundred (900) units that's well underway. They're just
5 tearing up ground all over the place. And some of that
6 property also accesses -- ingress/egress on 54 west.

7 South of 64, we had a commercial corner that was
8 just approved by the County Commission recently. The
9 traffic backs up tremendously in the mornings.

10 At the intersection where I live, which is 64 in
11 Rigsby on the northeast corner, there's currently a
12 single caution light. I understand that there have been
13 at least four deaths at that intersection, traumatic
14 brain injuries, a few minor things like that, some very
15 recently.

16 There's also a church that rents part of their
17 property to a school, so you have a school there. You
18 have a double caution light at the 54 west property, but
19 you still -- There's no control of traffic flow in that
20 area.

21 The speed limit from Loxley all the way to --
22 shortly before you get to 181 is 55. They did install
23 recently a flashing light for that school zone, but
24 that's only during school hours.

25 So we need to do something about traffic. We need
26 to do something about speed limits, because congestion is
27 only getting worse. It's very difficult to get onto 64
28 if you're coming from the north or from the south. It's

1 really a problem.

2 At the County Commission meeting the other week when
3 I addressed this issue relating to the re-zoning to
4 commercial on that 54 west corner, the County Engineer
5 said that they are looking at a roundabout to put at the
6 Rigsby off 64 intersection.

7 That first came up at -- I first heard about it at a
8 political forum back in June, I think, at the civic
9 center when Mr. Dorsey said that they were looking at
10 that.

11 A slightly different version is that I had heard
12 that there is already money allocated for a traffic light
13 at that intersection. It would seem to me that it would
14 be very appropriate to look seriously at doing two things
15 to help relieve some of this issue, and that's putting a
16 couple of traffic lights and see what happens before they
17 start spending two million dollars or so to do a
18 roundabout at an intersection that is just a wash with
19 drainage that goes down to Fish River, waterlines, all
20 kinds of utilities and stuff in there.

21 Besides, you have structures on all four of those
22 corners. But I am just asking that as part of looking at
23 this project that some consideration be given to dealing
24 with some of these horrendous traffic issues that are
25 only gonna get worse.

26 And as she spoke, you know, you're dealing with
27 emergency situations and little relief in the way of
28 traffic.

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 CHAIRMAN SAM DAVIS: Okay. Thank you. Any
2 questions for this lady?

3 (No response.)

4 CHAIRMAN SAM DAVIS: Thank you, ma'am.

5 Casey, would you come back up? The question was the
6 addressing of an easement out onto or an exit out onto
7 Highway 90. Would you address that?

8 MS. CASEY HILL: Absolutely. It's my
9 understanding that the previous two times that we've been
10 here, we discussed it at some point during the
11 conversation. So, we have passed this information along
12 to the developer. And it's something that we are looking
13 into.

14 And we'll have a more definite answer, I believe, by
15 the time that we get to actually filing a development
16 permit application for those areas to the north. But at
17 the moment, it's something that we're still discussing.

18 CHAIRMAN SAM DAVIS: All right. Thank you.

19 Any other questions for Casey?

20 (No response.)

21 CHAIRMAN SAM DAVIS: Okay. Thank you.

22 We'll close the public hearing at this point. Does
23 staff have anything else to add?

24 MR. VINCE JACKSON: I was just gonna say that
25 this is a multi-phase development, seven phases
26 altogether. And so it's gonna take a while before they
27 get up to the north. And that's the area where they
28 could possibly be looking at a connection to Highway 90.

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 And I think from my understanding it's something
2 they're agreeable to look at. It's just there are some
3 details that would have to be worked out. But it's gonna
4 take a while before they get that far.

5 Also, I wanted to mention that when this first came
6 before you all, there was also a re-zoning application
7 that accompanied the PRD re-zoning from rural
8 agricultural to RSF-2. And that re-zoning has been
9 approved by the County Commission. So the property is --
10 The zoned portions of the property are zoned RSF-2 now.

11 CHAIRMAN SAM DAVIS: All right. Any questions
12 for Vince?

13 (No response.)

14 CHAIRMAN SAM DAVIS: Thank you, Vince.

15 Any other discussion?

16 (No response.)

17 CHAIRMAN SAM DAVIS: As Vince pointed out,
18 we've already recommended this twice before. This is a
19 reduction of, I think he said, nine (9) lots from what we
20 recommended last time.

21 MR. VINCE JACKSON: Yes.

22 CHAIRMAN SAM DAVIS: Is there any other
23 discussion concerning this?

24 (No response.)

25 CHAIRMAN SAM DAVIS: That being the case, is
26 there a motion to approve this request?

27 COMMISSION MEMBER DANIEL NANCE: Motion to
28 approve.

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 10/04/2018

1 CHAIRMAN SAM DAVIS: Is there a second?

2 COMMISSION MEMBER ARTHUR OKEN: Second,

3 Mr. Chairman.

4 CHAIRMAN SAM DAVIS: There's a second. All in
5 favor, say aye.

6 (Commission Members say "aye" in unison.)

7 CHAIRMAN SAM DAVIS: All opposed?

8 (No response.)

9 CHAIRMAN SAM DAVIS: It carries unanimously.

10 MR. VINCE JACKSON: And that concludes our
11 agenda for tonight.

12

13 10 - OLD BUSINESS

14 CHAIRMAN SAM DAVIS: Any old business?

15 MR. VINCE JACKSON: No old business.

16

17 11 - REPORTS AND ANNOUNCEMENTS

18 CHAIRMAN SAM DAVIS: Any staff reports?

19 MR. VINCE JACKSON: No staff reports.

20 CHAIRMAN SAM DAVIS: Legal counsel report?

21 ATTORNEY DAVID CONNER: No reports.

22 CHAIRMAN SAM DAVIS: Next regular meeting,
23 November 1.

24 12 - ADJOURNMENT

25 CHAIRMAN SAM DAVIS: We are adjourned.

26 MR. VINCE JACKSON: Thank you very much.

27

28

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION #2019-015

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18046, The Reserve at Daphne Planned Residential Development (PRD) Site Plan**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Dewberry Engineers, Inc. (Steven Pumphrey), on behalf of Tania Lazzari, Langdon B. Conaway, GCOF Reserve at Daphne, LLC, Joe Lazzari and Robin Bolar has petitioned the Baldwin County Commission to approve a Planned Residential Development (PRD) Site Plan, in Planning (Zoning) Districts No. 15, No. 28 and No. 7, for property identified herein and described as follows:

LEGAL DESCRIPTION OF PROPERTY IN PLANNING DISTRICT 15

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS WEST, A DISTANCE OF 664.08 FEET; THENCE RUN SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST, A DISTANCE OF 241.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST, A DISTANCE OF 682.59 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 41 SECONDS WEST, A DISTANCE OF 656.48 FEET; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 43 SECONDS EAST, A DISTANCE OF 396.00 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 41 SECONDS WEST, A DISTANCE OF 284.27 FEET; THENCE RUN SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 1279.49 FEET TO A POINT ON THE EAST MARGIN OF BALDWIN COUNTY HIGHWAY 54; THENCE RUN NORTH 00 DEGREES 29 MINUTES 29 SECONDS EAST, ALONG SAID EAST MARGIN, A DISTANCE OF 230.70 FEET; THENCE RUN SOUTH 89 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 202.97 FEET; THENCE RUN NORTH 00 DEGREES 08 MINUTES 30 SECONDS WEST, A DISTANCE OF 327.02 FEET; THENCE RUN NORTH 89 DEGREES 51 MINUTES 59 SECONDS WEST, A DISTANCE OF 201.60 FEET TO A POINT ON THE EAST MARGIN OF BALDWIN COUNTY HIGHWAY 54; THENCE RUN NORTH 00 DEGREES 15 MINUTES 40 SECONDS EAST, ALONG SAID EAST MARGIN, A DISTANCE OF 31.91 FEET; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 201.55 FEET; THENCE RUN NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 359.95 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 18.61 ACRES, MORE OR LESS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS WEST, A DISTANCE OF 2054.88 FEET; THENCE RUN NORTH 89 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.44 FEET TO A POINT ON THE EAST MARGIN OF BALDWIN COUNTY HIGHWAY 54 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 1279.81 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 594.98 FEET; THENCE RUN NORTH 89 DEGREES 53 MINUTES 47 SECONDS WEST, A DISTANCE OF 1280.07 FEET TO A POINT ON THE AFOREMENTIONED EAST MARGIN OF BALDWIN COUNTY HIGHWAY 54; THENCE RUN NORTH 00 DEGREES 15 MINUTES 40 SECONDS EAST, ALONG SAID EAST MARGIN, A DISTANCE OF 588.78 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 17.39 ACRES, MORE OR LESS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS WEST, A DISTANCE OF 2054.88 FEET; THENCE RUN NORTH 89 DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.44 FEET TO A POINT ON THE EAST MARGIN OF BALDWIN COUNTY HIGHWAY 54; THENCE CONTINUE NORTH 89

DEGREES 49 MINUTES 35 SECONDS EAST, A DISTANCE OF 1279.81 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 594.98 FEET; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 47 SECONDS EAST, A DISTANCE OF 659.64 FEET; THENCE RUN NORTH 00 DEGREES 13 MINUTES 21 SECONDS EAST, A DISTANCE OF 1397.16 FEET; THENCE RUN NORTH 89 DEGREES 47 MINUTES 19 SECONDS WEST, A DISTANCE OF 890.51 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 41 SECONDS WEST, A DISTANCE OF 79.03 FEET; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 43 SECONDS EAST, A DISTANCE OF 231.00 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 41 SECONDS WEST, A DISTANCE OF 284.27 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 10 SECONDS WEST, A DISTANCE OF 440.16 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 21.58 ACRES, MORE OR LESS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS EAST, A DISTANCE OF 1320.22 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 41 MINUTES 59 SECONDS EAST, A DISTANCE OF 659.77 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 21 SECONDS WEST, A DISTANCE OF 1239.38 FEET; THENCE RUN NORTH 89 DEGREES 47 MINUTES 19 SECONDS WEST, A DISTANCE OF 890.51 FEET; THENCE RUN NORTH 00 DEGREES 13 MINUTES 41 SECONDS EAST, A DISTANCE OF 577.24 FEET; THENCE RUN SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST, A DISTANCE OF 231.00 FEET; THENCE RUN NORTH 00 DEGREES 11 MINUTES 45 SECONDS EAST, A DISTANCE OF 663.43 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 21.83 ACRES, MORE OR LESS.

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 11 MINUTES 08 SECONDS WEST, A DISTANCE OF 878.53 FEET; THENCE RUN NORTH 66 DEGREES 54 MINUTES 56 SECONDS WEST, A DISTANCE OF 641.70 FEET; THENCE RUN SOUTH 64 DEGREES 28 MINUTES 22 SECONDS WEST, A DISTANCE OF 930.88 FEET; THENCE RUN WEST A DISTANCE OF 552.58 FEET; THENCE RUN NORTH 00 DEGREES 13 MINUTES 21 SECONDS EAST, A DISTANCE OF 1037.31 FEET; THENCE RUN SOUTH 89 DEGREES 42 MINUTES 18 SECONDS EAST, A DISTANCE OF 660.83 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 06 SECONDS EAST, A DISTANCE OF 620.64 FEET; THENCE RUN SOUTH 89 DEGREES 44 MINUTES 38 SECONDS EAST A DISTANCE OF 700.28 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 39.38 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF PROPERTY IN PLANNING DISTRICT 28

BEGINNING AT THE NORTHEAST CORNER SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN WESTERLY, ALONG THE NORTH LINE OF SAID SECTION 12, THE FOLLOWING DESCRIBED COURSES: NORTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 1341.23 FEET; NORTH 89 DEGREES 49 MINUTES 33 SECONDS WEST, A DISTANCE OF 638.35 FEET; NORTH 89 DEGREES 50 MINUTES 01 SECONDS WEST, A DISTANCE OF 1479.44 FEET; NORTH 89 DEGREES 52 MINUTES 03 SECONDS WEST, A DISTANCE OF 232 FEET, MORE OR LESS, TO THE INTERSECTION OF TURKEY BRANCH; THENCE SOUTHEASTERLY, ALONG THE MEANDERINGS OF TURKEY BRANCH, A DISTANCE OF 3459 FEET, MORE OR LESS, TO A CAPPED REBAR FOUND ON THE HALF SECTION LINE OF SAID SECTION 12; THENCE RUN SOUTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 825.29 FEET; TO A CAPPED REBAR; THENCE RUN SOUTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 547 FEET, MORE OR LESS, TO THE INTERSECTION OF FISH RIVER; THENCE RUN NORTHEASTERLY, ALONG THE MEANDERINGS OF FISH RIVER, A DISTANCE OF 1929 FEET, MORE OR LESS, TO A POINT OF THE EAST LINE OF SECTION 12; THENCE RUN NORTH 00 DEGREES 17 MINUTES 09 SECONDS EAST, A DISTANCE OF 1010 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TRACT CONTAINS 190 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF PROPERTY IN PLANNING DISTRICT 7

EAST 1/2 OF THE NORTHEAST, SOUTHEAST, SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 12-5-2 (AFF OF HEIR) DB349, PG319. TRACT CONTAINS 25 CALCULATED ACRES, MORE OR LESS.

BEGINNING AT THE SW CORNER OF THE SE 1/4 OF SECTION 12 RUN THENCE NORTH 2656 FEET, THENCE EAST 496.4 FEET, THENCE SOUTH 2430.7 FEET, THENCE SOUTHEAST 257.9 FEET, THENCE WEST 621.1 FEET TO THE POINT OF BEGINNING. SECTION 12-T5S-R2E (ST WD). TRACT CONTAINS 31 ACRES, MORE OR LESS.

Otherwise known parcel numbers **05-43-06-13-0-000-002.000, 05-43-06-13-0-000-002.001, 05-43-06-13-0-00-002.005, 05-43-06-13-0-000-002.010, 05-43-06-13-0-000-006.000, 05-43-06-13-0-000-012.000, 05-43-01-12-0-000-001.000, 05-43-01-12-0-000-023.000 and 05-43-01-12-0-000-024.003**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested Planned Residential Development (PRD) Site Plan Approval for a development to be known as The Reserve at Daphne; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on October 4, 2018, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on November 20, 2018; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this Planned Residential Development (PRD) Site Plan Approval request, which would affect the Planning (Zoning) Districts Boundary designations of the Planning (Zoning) Districts No. 15, No. 28 and No. 7 Official Maps, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request for Planned Residential Development (PRD) Site Plan Approval (Case No. Z-18046, The Reserve at Daphne Property) as herein identified and described and as found within the confines of Planning (Zoning) Districts No. 15, No. 28 and No.7, which amends the Planning (Zoning) Districts Boundary designations of the Planning (Zoning) Districts No. 15, No. 28 and No. 7 Official Maps, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **20th** day of **November, 2018**.

Honorable Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, County Administrator/Budget Director



Baldwin County Commission

Agenda Action Form

File #: 19-0196, **Version:** 1

Item #: J1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Professional Services Contract for One (1) Historical Painting on the War of 1812 Battle at Fort Bowyer

STAFF RECOMMENDATION

Authorize the Chairman to execute an Contract for Professional Services between the Baldwin County Commission and Rick Reeves, to produce one (1) historical painting of the War of 1812 Battle at Fort Bowyer. The term of this Contract is for eleven (11) months, commencing on November 20, 2018, and expiring on October 21, 2019, or upon written notification thereof received by either party.

The cost of the painting is \$10,000, with \$3,000 down, and the remaining \$7,000 will be paid when the approval, delivery and installation are complete and delivered to Baldwin County Commission. Baldwin County Commission's cost will be \$10,000.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Contract is for Rick Reeves to produce a painting of the War of 1812 Battle of Fort Bowyer with a designated historic theme, meticulously researched and professionally executed. The project will take place over the course of eleven (11) months. The artist has worked with an expert team of scholars, historians and craftsman to ensure that every historical detail is as accurate as possible. This painting is a project of the Baldwin County Bicentennial Steering Committee for the AL 200 Bicentennial Celebration.

The process is to produce preliminary sketches, then a final detailed rendering which must be approved by both the scholars and the client before being transferred to canvas. The painting will be approximately 40 X 60 unframed alkyd oil on stretched canvas delivered to Baldwin County Commission. The Scholar that has committed to ensure historical accuracy is Heather Tassin, Director of Fort Morgan State Historic Site.

FINANCIAL IMPACT

Total cost of recommendation: \$10,000

Budget line item(s) to be used: 51906-5500-200

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

LEGAL IMPACT

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

Reviewed/approved by: 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 Contract signed by Chairman and mail to recipient. Felisha Anderson, Director of Archives, will coordinate with payment through BCC Accounting Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Contract mailed to: Rick Reeves, 1906 N. Armenia Avenue #313, Tampa Florida 33607

Down payment/final payment to be mailed to the same address

Additional instructions/notes: N/A

RICK REEVES

ILLUSTRATOR / ARTIST

1906 N. Armenia Avenue, #313
Tampa, Florida 33607

rickreevesstudio.com

TELEPHONE: 813.784.8921 EMAIL: rick.reeves7@icloud.com

Nov. 2, 2018

PROPOSAL

BALDWIN COUNTY BICENTENNIAL COMMISSION

c/o Claudia Campbell (251)533-9024

Heather Tassin, Director Ft. Morgan State Historical Site, (251)540-5257

I am bidding for the job of painting an oil on canvas of the War of 1812 Battle of Ft. Bowyer. This to celebrate the bicentennial of Baldwin County. The painting would be alkyd oil on stretched canvas, size 30"x60", unframed. The subject of the painting will be the defense of Mobile Bay by Ft. Bowyer against the British Fleet.

The price of the painting with delivery to the commission would be \$10,000.

A downpayment of \$3000 would be made at the beginning of the project with a final payment of \$7,000 due on delivery of the painting to the Baldwin County Commission, Dept. of Archives and History.

I would turn over copyrights of the image to the commission/park for use of print sales and to use in park material and promotions.

I am open to any ideas on the painting's subject matter and look forward to working with the Ft. Morgan's staff. It is an honor to be asked to bid on this project. I believe I had an ancestor in Mobile at the time recovering from malaria. He was a Tennessee Volunteer with Jackson.

Best Regards,
Rick Reeves
Artist

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas, the COMMISSION remains committed to public access, and

Whereas, the COMMISSION continues to promote Baldwin County History; and

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: Rick Reeves
- II.** Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III.** Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV.** Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V.** No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI.** Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material

inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII.** Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.
- VIII.** Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI.** Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV.** Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the

COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Rick Reeves
1906 N. Armenia Avenue # 313
Tampa, Florida 33607

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

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

- I. Produce one historical painting of The War of 1812 Battle of Fort Bowyer, for the Alabama 200 Bicentennial celebration with a designated theme, meticulously researched and professionally executed "**Exhibit A**" hereto, which Exhibit is expressly incorporated herein.
 - A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per **“ATTACHMENT A”**. Said compensation shall be all inclusive.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for nine (9) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of nine (9) months or either by giving ten (10) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as “COUNTY”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, and costs, for any and all personal injury (including death) and property damage 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. PROVIDER 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 one (1) original.

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

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

COUNTY

ATTEST:

_____/Date
Charles "Skip" Gruber., Chairman

_____/Date
RONALD J. CINK,
County Administrator/Budget Director

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires

PROVIDER:

Rick Reeves

_____/_____
Rick Reeves Date

Its _____

State of _____)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public _____
My Commission Expires _____



Baldwin County Commission

Agenda Action Form

File #: 19-0210, **Version:** 1

Item #: J2

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

AL 200 Baldwin County Bicentennial Steering Committee - Request for Use of the Baldwin County Coliseum for the Making Alabama: A Bicentennial Traveling Exhibit

STAFF RECOMMENDATION

In Accordance with the Real Estate Lease between Baldwin County, Alabama, and the Baldwin County Cattle and Fair Association, Inc., authorize Chairman to execute correspondence to Mr. Sonny Hankins, informing the Baldwin County Cattle and Fair Association, Inc. under Baldwin County's exclusive use provision found therein, Baldwin County Commission is allowing the Baldwin County Bicentennial Steering Committee the use of the Baldwin County Coliseum (19477 Fairgrounds Road, Robertsedale, Alabama) from December 3 to December 21, 2018, to host the "Making Alabama: A Bicentennial Traveling Exhibit" with the applicable rental fee waived as said event serves the public purposes of benefiting educational, recreational and child advocacy purposes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The AL-200 Baldwin County Bicentennial Steering Committee has requested and reserved the use of the Baldwin County Coliseum in Robertsedale to host the "Making Alabama: A Bicentennial Traveling Exhibit". The initial request was approved by the Baldwin County Cattle and Fair Association, Inc. However, at this time, the Bicentennial Steering Committee is requesting the Baldwin County Cattle and Fair Association, Inc. waive the rental fee associated with the use of the Coliseum. The Baldwin County Cattle and Fair Association, Inc. requested the Baldwin County Bicentennial Steering Committee to present this request to the County Commission. The Real Estate Lease between the Baldwin County Commission and the Baldwin County Cattle and Fair Association, under the section entitled "Covenants of the B.C. Cattle & Fair," provides in pertinent part: "The B.C. Cattle and Fair Shall": (b) allow the COUNTY exclusive use of the coliseum and arena without charge including, without limitation, any furnishings and personal property excluding computer equipment located therein, when such use does not conflict with any previously scheduled events of the B.C. Cattle & Fair Association..."

The above staff recommendation will inform the Baldwin County Cattle and Fair Association that the AL-200 Baldwin County Bicentennial Steering Committee will have the use of the Baldwin County Coliseum with the applicable rental fee waived.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration mail correspondence to Sonny Hankins

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

Correspondence mailed to: Mr. Sonny Hankins
Baldwin County Cattle and Fair
Association, Inc.
Post Office Box 1491
Robertsdale, Alabama 36567

Cc: Ron Cink
Felisha Anderson

Additional instructions/notes: N/A

MAKING ALABAMA

A BICENTENNIAL TRAVELING EXHIBIT



67 COUNTIES • 18 MONTHS

200 YEARS OF ALABAMA STATEHOOD

DON'T MISS OUT
WHEN IT COMES
TO YOUR COMMUNITY!

MAKINGALABAMA.ORG

MAKING ALABAMA Baldwin County

December 3 – December 21

Opening Ceremony, Thursday December 6, 5:30 p.m.

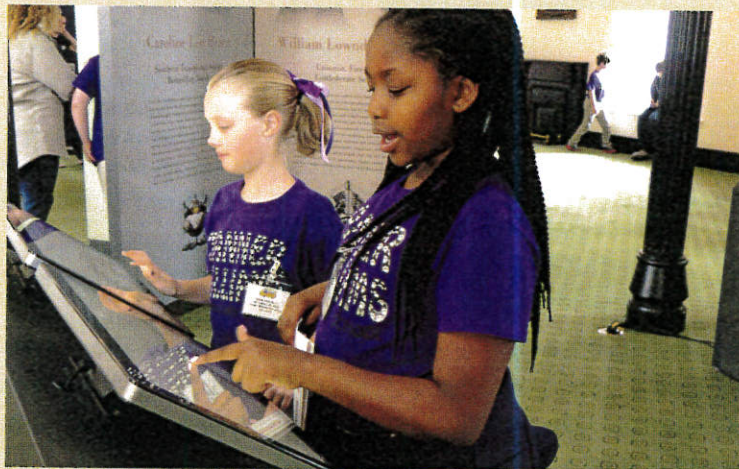
Baldwin County Coliseum

19477 Fairground Road, Robertsedale, Alabama 36567

For more information, call 251.580.2572

ALABAMA

A BICENTENNIAL TRAVELING EXHIBIT



Traveling to all 67 Alabama counties from April 2018 to December 2019, this exhibit is a showcase event for the multi-year series of celebrations – large and small – taking place all over our state.

Alabama Humanities Foundation, in partnership with the Alabama Bicentennial Commission and Alabama Department of Archives and History presents this traveling exhibit of our state's storied history.

From a fledgling US territory in 1817 to becoming the nation's 22nd state on December 14, 1819, we proudly commemorate Alabama's 200th birthday by showcasing the pivotal moments, people and historic places that shaped the story of our state.



ALABAMA
HUMANITIES
FOUNDATION

Join us for
this special
celebration
200 years in
the making!

ALABAMA
200
BICENTENNIAL

www.alabamahumanities.org



Baldwin County Commission

Agenda Action Form

File #: 19-0194, **Version:** 1

Item #: J3

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

AL 200 Bicentennial and Archives and History Promotional Items

STAFF RECOMMENDATION

Discuss, at the request of the Archives Director and Local Chair for the Alabama 200 Bicentennial Steering Committee for Baldwin County, Alabama, various promotional items for the citizens of Baldwin County.

BACKGROUND INFORMATION

Previous Commission action/date: N

Background: Alabama 200 is a three-year celebration of the people, places and events that form our rich history. In January 2017, the commission appointed a steering committee made up of everyday professionals and volunteers to guide and support the AL 200 Bicentennial efforts for Alabama. This committee has worked to support, create, and execute events and activities that commemorate the stories of our people, places and path to statehood. The committee does this by engaging residents and visitors in educational programs and community activities that teach, inspire and entertain.

The promotional items will include items such as ink pens, note pads, cups, tapestry throws, erasers, rulers, fans, ID holders, lanyard and t-shirts, which will be purchased from the approved vendors, 4-Imprint and/or Staples. All items will be free to the public with the exception the AL 200 Bicentennial t-shirts and tapestry throws. The committee would like to sell the t-shirts and tapestry throws as a means of promoting the Bicentennial celebration and reimburse the county. The use of online and paper brochures will be used as exposure of the t-shirts and tapestry throws.

The appropriation for said promotional items were approved by the Baldwin County Commission in the FY2018- 2019 Budget as an endeavor which, in the judgment of this honorable county governing body, is worthy, in the best interest of the county.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51906-5150-200 & 51906-5219

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: Archives staff, Purchasing Department - purchase orders

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0118, **Version:** 1

Item #: M1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Jessie L. Peacock, Interim Director

Submitted by: Jennifer M. Forsman

ITEM TITLE

Fiscal Year 2019 Joint Funding Agreement between the Baldwin County Commission and the U. S. Geological Survey

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the annual U.S. Department of the Interior Geological Survey Joint Funding Agreement for Water Resources Investigations between the Baldwin County Commission and the U.S. Geological Survey, U. S. Department of Interior, in the amount of \$22,100.00 to be funded by the Baldwin County Commission. This funding provides for the continued operation of the continuous-record stage gauging stations at Magnolia River at U.S. Highway 98 near Foley, Styx River at County Road 64 near Loxley, and Styx River at Seminole and a continuous-record rain gauge at Fish River near Silverhill; and
- 2) Authorize the Chairman to sign the Joint Funding Agreement between the Baldwin County Commission and the U.S. Geological Survey, U.S. Department of the Interior, and any related documentation to cover the period from October 1, 2018 to September 30, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: 08/16/2016, 11/07/2017

Background: The U.S. Geological Survey provides for the operation and maintenance of continuous-record stage gauging in Baldwin County (listed above). These monitoring stations are accessible via the Internet and are monitored daily by the National Weather Service. The stream gauges aid in the early warning of flooding in flood-prone areas, as well as aiding in the reduction of flood insurance by providing Community Rating System (CRS) points to Baldwin County. This is a recurring contract paid annually by the Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: \$22,100.00

Budget line item(s) to be used: 52300.5150.2

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: Emailed to David Conner for review.

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:

Prepare correspondence and obtain the Chairman's signature on two original agreements. Retain one as original for BCC Administration records. Remit one original to:

Desvin Jones

U.S. Geological Survey

3535 S. Sherwood Forest Blvd, Suite 120

Baton Rouge, LA 70816

Send one copy to EMA, attention Jessie Peacock

EMA Staff: Perform follow up and implementation activities

Additional instructions/notes: N/A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

October 11, 2018

Mr. Reggie Chitwood
Baldwin County Commission
23100 McAuliffe Drive
Robertsdale, AL 36567

Dear Mr. Chitwood:

Enclosed are two signed originals of our standard joint-funding agreement between the Baldwin County Commission and the U.S. Geological Survey for the operation of continuous-record stage gaging stations at Magnolia River at U.S. Hwy 98 near Foley, Styx River at CR 64 near Loxley, and Styx River at Seminole; and a continuous-record rain gage on the Fish River near Silver hill in Baldwin County, Alabama, during the period October 1, 2018 through September 30, 2019 in the amount of \$22,100 from your agency. Please sign and return one fully-executed original to Desvin Jones, Administrative Specialist at **3535 S Sherwood Forest Blvd., Suite 120, Baton Rouge, LA 70816**.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement **as soon as possible**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Victor Stricklin by phone number (205) 348-0950 or email vstrick@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 298-5481 Ext 3114 or email at ddjones@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Shannon D. Williams
Shannon D. Williams
acting for

W. Scott Gain
Director, LMG Water Science Center

Enclosure
19MLJFAALDA027 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000753
Agreement #: 19MLJFAALDA027
Project #: ML009Z5
TIN #: [REDACTED]

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Baldwin County Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program for the operation of continuous-record stage gaging stations at Magnolia River at U.S. Hwy 98 near Foley, Styx River at CR 64 near Loxley, and Styx River at Seminole; and a continuous-record rain gage on the Fish River near Silver hill in Baldwin County, Alabama, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
October 1, 2018 to September 30, 2019
- (b) \$22,100 by the party of the second part during the period
October 1, 2018 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000753
Agreement #: 19MLJFAALDA027
Project #: ML009Z5
TIN #: [REDACTED]

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Victor Stricklin
Supervisory Hydrologist
Address: P.O. Box 11044
Tuscaloosa, AL 35487
Telephone: (205) 348-0950
Fax: (205) 348-0970
Email: vstrick@usgs.gov

Customer Technical Point of Contact

Name: Reggie Chitwood
Address: 23100 McAuliffe Drive
Robertsdale, AL 36567
Telephone: (251) 972-6806
Fax:
Email: RChitwood@baldwincountyal.com

USGS Billing Point of Contact

Name: Desvin Jones
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3114
Fax: (225) 298-5490
Email: ddjones@usgs.gov

Customer Billing Point of Contact

Name: Reggie Chitwood
Address: 23100 McAuliffe Drive
Robertsdale, AL 36567
Telephone: (251) 972-6806
Fax:
Email: RChitwood@baldwincountyal.com

U.S. Geological Survey
United States
Department of Interior

Baldwin County Commission

Signature

By Shannon D. Williams *Shannon D. Williams*
acting for Date: 10/11/2018
Name: W. Scott Gain
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name: Frank Burt, Jr.
Title: Chairman

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



Baldwin County Commission

Agenda Action Form

File #: 19-0174, **Version:** 1

Item #: N1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Ron Ballard, Juvenile Detention Center Director

Submitted by: Ron Ballard, Juvenile Detention Center Director

ITEM TITLE

Memorandum of Agreement between Baldwin County Commission (Juvenile Detention Center) and the Alabama State Department of Education - Allocation to Provide Educational Services to Students

STAFF RECOMMENDATION

Approve the Memorandum of Agreement between the Baldwin County Commission and the Alabama State Department of Education to ensure allocations are being utilized to provide educational services to students by maintaining an accurate daily attendance log. The term of this agreement will be November 1, 2018 through May 31, 2019 and is renewable upon mutual agreement of each party.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Alabama State Department of Education allocates funds for the provision of educational services to the juvenile detention center in the form of the Education Trust Fund. To ensure the allocations are being utilized to provide educational services, an attendance log must be checked daily for each student. Submission of the attendance log will confirm the provision of appropriate resources for student educational services.

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: To be reviewed and approved by David Conner

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 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 contract to be signed to:
Sabrina May, Education Specialist
Alabama Department of Education
Office of Student Learning, Special Education Services
50 North Ripley St.
P.O. Box 302101
Montgomery, Alabama 36104

Additional instructions/notes: N/A

SPECIALIZED TREATMENT CENTER (STC)
MEMORANDUM OF AGREEMENT (MOA) 2018-2019

THIS AGREEMENT, entered into on this 1st day of November 2018, by and between the ALABAMA STATE DEPARTMENT OF EDUCATION (ALSDE) and BALDWIN COUNTY COMMISSION *concerning the BALDWIN COUNTY REGIONAL JUVENILE DETENTION CENTER*, at the mailing address 43405 Nicholasville Road, Bay Minette, Alabama 36507, *BALDWIN COUNTY REGIONAL JUVENILE DETENTION CENTER* will hereby be referred to as the STC. The primary goal of this agreement is to ensure allocations are being utilized to provide educational services to students. In order to ensure that this goal is met, the attendance log must be checked daily for each student. Allocations for funding is contingent upon the ALSDE receiving in a timely manner an accurate attendance log from each facility. Submission of the attendance log will confirm the provision of appropriate resources for student educational services. This agreement is in accordance with the resolution by the Alabama State Board of Education on September 19, 1967, authorizing the State Superintendent of Education to enter into various contracts and has the following stipulations:

- A. The Specialized Treatment Center (STC) shall maintain student attendance by utilizing the record keeping method provided by ALSDE from November 1, 2018, to May 31, 2019, or end date of program.
- B. The designated personnel shall submit attendance records to the ALSDE by the scheduled due date. The record keeping system must effectively maintain accurate records based on attendance for regular and special education students.
- C. Neither party shall have the right to assign or transfer its rights or obligations under this agreement without the written consent of the other party.
- D. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.
- E. The State Superintendent of Education through his designated representatives will sponsor and approve the purposes, administration, and supervision of all phases of the service to be provided.
- F. The STC agrees to retain and make accessible for audit original and supporting documents that substantiate direct (and indirect, if applicable) costs charged to this program for five years after final claim to the ALSDE, if applicable, until any audit exceptions are resolved. The resolution of any audit exceptions will be the responsibility of the STC.
- G. The period of this agreement is November 1, 2018, through May 31, 2019. Either party upon receipt of a 30-day written notification may terminate this agreement
- H. By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate any local, state and federal laws, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

- I. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustments of the State of Alabama.
- J. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of Alabama State Bar.

ALABAMA STATE DEPARTMENT
OF EDUCATION

Daniel Boyd
Deputy State Superintendent of Education

Treatment Center Director/Administrator

This contract has been reviewed and is approved as to content

Andy Craig
Deputy State Superintendent
Administrative and Financial Services

STC Finance Manager

Eric G. Mackey
State Superintendent of Education

This contract has been reviewed for legal form and appears to comply with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

J. Jason Swarm
General Counsel



Baldwin County Commission

Agenda Action Form

File #: 19-0201, **Version:** 1

Item #: O1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Charles "Skip" Gruber, Chairman

Submitted by: Andrea Roberson, Personnel Director

ITEM TITLE

Appointment of an Interim Personnel Director

STAFF RECOMMENDATION

Discuss the appointment of an Interim Personnel Director due to the retirement of the current Personnel Director.

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

File #: 19-0184, **Version:** 1

Item #: Q1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Presentation on Paddle the Gulf Initiative

STAFF RECOMMENDATION

Mr. Darryl Boudreau, Watershed Coordinator, with The Nature Conservancy Florida would like to give the Baldwin County Commission a briefing regarding the Paddle the Gulf Initiative and Paddle Florida's Flori-Bama Event.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This off-beach tourism initiative and 4-day paddle event on the Perdido River is the start of a gulf-wide marketing coordination for paddle sport trails. Mr. Dan Dealy with DSD Services Group will be present with Mr. Darryl Boudreau during the November 14, 2018 work session.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0157, **Version:** 1

Item #: R1

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: Addendum

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Loan Agreement Between the City of Bay Minette and Baldwin County Commission for the Use of a Certain City-owned Trailer

STAFF RECOMMENDATION

Authorize the Chairman to execute the loan agreement between the City of Bay Minette and the Baldwin County Commission for the use of a certain city-owned trailer to be used as an Alabama 200 Bicentennial Float for all 2019 Baldwin County parades. The term of this Agreement shall commence immediately upon the County taking possession of the trailer and shall terminate upon return thereof by the County which shall occur no later than January 31, 2020, or upon written notification thereof received by either party.

BACKGROUND INFORMATION

Previous Commission action/date: N

Background: In commemoration of the 200th birthday of Alabama, the Baldwin County Bicentennial Steering Committee would like to design a float that will showcase Baldwin County's rich history. This float will be displayed in all of the 2019 Baldwin County parades. To obtain the trailer, the City of Bay Minette has requested the County to cover insurance during period of the loan. The float will be stored and prepped at Bicentennial Park in Stockton, Alabama. Bicentennial Park is the only location large enough to store the trailer.

FINANCIAL IMPACT

Total cost of recommendation: Insurance during loan period

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

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

LEGAL IMPACT

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

Y

Reviewed/approved by: 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

Individual(s) responsible for follow up: Felisha Anderson and the Bicentennial Steering Committee members

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

Correspondence, Loan agreement/insurance documents mailed to:

Tammy S. Smith
City Administrator/Finance Director
301 D 'Olive Street
Bay Minette, Alabama 36507

Email copy to: Donna Bryars DGBRYARS@baldwincountyal.gov
<<mailto:DGBRYARS@baldwincountyal.gov>>

Additional instructions/notes:

Felisha Anderson

From: Tammy S. Smith
Sent: Thursday, October 11, 2018 11:36 AM
To: Felisha Anderson
Subject: Mardi Gras Trailer
Attachments: 20181011113247730.pdf

Good morning Felisha

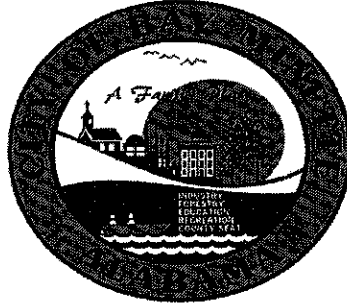
Just this morning, we obtained the donation documentation for the parade trailer. Johnny Biggs asked that I forward this to you for county insurance purposes. Please let me know if I can be of any further assistance.

Tammy S. Smith, CPA

City Administrator/Finance Director

City of Bay Minette

Phone 251-580-1692



DONATION RECEIPT

Donated By: _____

Street Address: _____

City: B.m

State: AL

Zip: 36507

Date of Donation: _____

Donation Value: _____

Description of Donation:

TRAILER FOR MARCH GRAS

Authorized Signature: _____

AGREEMENT CONCERNING USE OF TRAILER

This agreement ("Agreement") is entered into by and between the City of Bay Minette, Alabama ("City") and the Baldwin County Commission of Baldwin County ("County"), concerning the use of a certain City-owned trailer ("Trailer"), more particularly described as follows: _____.

The County intends to use the Trailer for the following purposes: _____.

WHEREAS, the County has agreed to assume responsibility and control of the Trailer for the purposes described herein; and

WHEREAS, the County has agreed to assume all liability arising from or relating to the use of the Trailer.

NOW THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

1. The term ("Term") of this Agreement shall commence immediately upon the County taking possession of the Trailer and shall terminate upon return thereof by the County, which shall occur no later than _____.
2. The County agrees to assume responsibility for the operation, supervision, and control of the Trailer for and during the Term of this Agreement. It is understood and agreed that the City will not be responsible for any aspect of the maintenance, operation or care of the Trailer during the Term of this Agreement.
3. The County has inspected the Trailer and agrees to accept and use the Trailer in its current as-is condition. The City expressly disclaims all warranties, express or implied.
4. The County shall ensure that the Trailer is appropriately staffed, equipped and operated during the use thereof by the County.
5. The County shall ensure that all appropriate measures are taken to protect all occupants of the Trailer during use thereof by the County.
6. The County shall protect and preserve the Trailer from damage. The County shall return the Trailer to the City in the condition existing immediately prior to the County's use thereof. In the event of casualty to any of the Trailer, the County agrees to pay all insurance deductibles, if any, and to be responsible for any loss not covered by the City's insurance.
7. The County shall defend, indemnify, and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of, related to, or resulting from the use of the Trailer as provided for herein.

8. This Agreement constitutes the entire agreement between the parties, and merges into this Agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no effect.
9. This Agreement may be amended or modified only by the written consent and agreement of the parties to this Agreement at the time of such amendment.
10. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to enforce every provision of this Agreement.
11. In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the day and year first herein written.

AGREED THIS _____ DAY OF OCTOBER, 2018.

Chairman, Baldwin County Commission

Robert A. Wills, Mayor of the City of Bay Minette





Baldwin County Commission

Agenda Action Form

File #: 19-0215, **Version:** 1

Item #: R2

Meeting Type: BCC Work Session

Meeting Date: 11/14/2018

Item Status: Addendum

From: Ron Ballard, Juvenile Detention Center Director

Submitted by: Ron Ballard, Juvenile Detention Center Director

ITEM TITLE

Department of Youth Services (DYS) Part 1 and Part 2 Grant/Subsidy Agreement Fiscal Year 2018-2019

STAFF RECOMMENDATION

Take the following actions:

1) Execute the Alabama DYS Part 1 Grant/Subsidy Agreement Fiscal Year 2018-2019, which awards the Baldwin County Regional Juvenile Detention Center (JDC) \$14,000.00 per county for providing six (6) counties at a minimum of one bed per day per county for a total of \$84,000.00 for the following counties:

Baldwin, Choctaw, Clarke, Conecuh, Escambia and Washington; and

2) Execute the Alabama DYS Part 2 Grant/Subsidy Agreement Fiscal Year 2018-2019, which awards the Baldwin County Regional JDC \$69,966.00 for the population of the regional service area. The formula provides \$0.2449789 per person based on the 2010 U.S. Census; and

3) Authorize the Commission Chairman to sign the agreement and any related documents.

BACKGROUND INFORMATION

Previous Commission action/date: 12/19/2017

Background: The Baldwin County Regional JDC in correlation with the Alabama DYS provides a safe and secure environment for juveniles accused of committing a criminal act or are at risk to public safety, pending adjudication by the court. The Subsidy/Grant amount incorporates the distribution formula as required by Legislative Act 16-116.

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 signed agreement to:
Department of Youth Services
Attn: Letonya Bowman
P.O. Box 66
Mount Meigs, Alabama 36057

Email copy to: Ron Ballard rballard@baldwincountyal.gov <<mailto:rballard@baldwincountyal.gov>>

Additional instructions/notes: N/A

State of Alabama

KAY IVEY
GOVERNOR



Post Office Box 66
Mt. Meigs, Alabama 36057

4BCC
RC
KC
C. Davis
R. Ballard
RECEIVED
NOV 09 2018
STEVEN P. LAFRENIERE
BY: EXECUTIVE DIRECTOR

November 5, 2018

Mr. Charles F. Gruber, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Dear Mr. Gruber:

Please find the enclosed FY 2019 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 18-354. Population numbers are based on the 2010 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P.O. Box 66
Mount Meigs, AL 36057

Sincerely,

A handwritten signature in blue ink that reads "LeTonya Bowman". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

LeTonya Bowman
Accounting Director

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2018 – 2019

The Alabama Department of Youth Services hereby awards to **Baldwin County Commission** (hereinafter called Recipient) the total amount of **One hundred fifty-three thousand, nine hundred sixty-six and no/100 dollars (\$153,966.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Baldwin, Choctaw, Clarke, Conecuh, Escambia, Washington**. These funds are formula driven by Legislative Act 18-354 as summarized in the table below.

#	#	Part I	Part II		FY19	2010 U S Census
Beds	COs	\$14,000			TOTAL	Combined County
		per county				Population
30	6	84,000	69,966		153,966	291,085

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2018.

Accepted by: _____ Title _____

Alabama Department of Youth Services

Steven P. Lafreniere
Executive Director

Legal Counsel
Reviewed for legal form.