

Baldwin County Commission



Baldwin County Commission Regular Meeting Agenda

**Tuesday, October 15, 2019
8:30 AM**

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

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

Wayne A. Dyess, County Administrator

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.

Public hearings commence at 8:30 AM.

A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

Welcome by Charles F. Gruber, Chairman
Invocation by Pastor Jourdain Thrash, 3Circle Church, Daphne
Pledge of Allegiance

ADOPTION OF MINUTES

August 28, 2019, Special Meeting (Budget Deliberations)
September 24, 2019, Special Meeting (Special BOE Tax Elections)
October 1, 2019, Regular Meeting

B CONSENT

BA ADMINISTRATION

- | | | |
|------------|---|--------------------------------|
| BA1 | Adoption Partner Agreement between Baldwin County Commission (Animal Shelter) and PetSmart Charities, Inc. | <u>19-2194</u> |
| BA2 | *Alabama Department of Economic and Community Affairs (ADECA) - Alabama Counts 2020 Census Grant Application for 2020 Census Outreach for Baldwin County | <u>19-2225</u> |
| BA3 | Baldwin County Intracoastal Waterway (ICW) Boat Launch Project | <u>19-2190</u> |
| BA4 | BRATS - Amended Grant Documents for Baldwin Regional Area Transit System | <u>19-2203</u> |
| BA5 | BRATS - Request for Baldwin Regional Area Transit System Transit Service from Daphne Senior Center to Baldwin County Coliseum for the 2019 Senior Expo | <u>19-2205</u> |
| BA6 | BRATS - Request for Baldwin Regional Area Transit System Transit Service from the Fairhope Health and Rehab Facility to the Grimes Fish Nursery in Stapleton, Alabama | <u>19-2204</u> |
| BA7 | *Renewal of Granicus Subscriptions for Agenda Management Software | <u>19-2240</u> |

BD BUDGET/PURCHASING

-
- | | | |
|-------------|---|--------------------------------|
| BD1 | Architectural Services for the Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama for the Baldwin County Commission | <u>19-2223</u> |
| BD2 | Competitive Bid #WG18-39A - Annual Rental of Portable Toilets for the Baldwin County Commission | <u>19-2206</u> |
| BD3 | Competitive Bid #WG19-52 - Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate | <u>19-2207</u> |
| BD4 | Competitive Bid #WG19-53 - Provision of Bituminous Materials for the Baldwin County Commission | <u>19-2208</u> |
| BD5 | Competitive Bid #WG19-54 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission | <u>19-2209</u> |
| BD6 | Competitive Bid #WG19-55 - Provision of Bag Ice for the Baldwin County Commission | <u>19-2211</u> |
| BD7 | Competitive Bid #WG19-56 - Provision of Closed Top Recycling Roll-off Containers for the Baldwin County Commission | <u>19-2218</u> |
| BD8 | Competitive Bid #WG19-57 - Provision of Alternate Daily Cover Material for the Baldwin County Commission | <u>19-2219</u> |
| BD9 | Competitive Bid #WG20-01 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission | <u>19-2220</u> |
| BD10 | Competitive Bid #WG20-02 - Provision of Charter Transportation Services for the Baldwin County Commission | <u>19-2222</u> |
| BD11 | Contract for Expanding ArcGIS Online Platform and GIS Database Support Services for the Baldwin County Commission | <u>19-2224</u> |
| BD12 | Rental of One (1) Copy Machine for the Baldwin County Judge of Probate Elections Division located in Bay Minette, Alabama | <u>19-2227</u> |
| BD13 | Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Gas-to-Energy Project Located at the Magnolia Sanitary Landfill | <u>19-2228</u> |
| BD14 | Request for Proposals (RFP) for the Development of a Baldwin County Strategic Plan for the Baldwin County Commission | <u>19-2229</u> |
| BD15 | Alabama Department of Revenue Reciprocal Agreement - Removal and Addition of Individuals | <u>19-2238</u> |

BH COUNCIL ON AGING

BH1 *Vaughn S.A.I.L. Center Lease Agreement [19-2242](#)

BI ELECTED OFFICIALS

BI1 Fiscal Year 2019-2020 Agreement for Community Traffic Safety
Program Grant Participation [19-2233](#)

BJ EMERGENCY MANAGEMENT AGENCY (EMA)

BJ1 Fiscal Year 2019 Emergency Management Performance Grant (EMPG)
Federal Share Agreement [19-2212](#)

BK ENVIRONMENTAL MANAGEMENT

BK1 Baldwin County Solid Waste Uncollectible Residential Accounts [19-2199](#)

BL FINANCE AND ACCOUNTING

BL1 Resolution #2020-012 - Authorization for Chairman and Clerk/Treasurer
to Sign Bank Documents [19-2221](#)

BO PERSONNEL

BO1 BRATS Department - Position Changes [19-2210](#)

BO2 Highway Department (Administration) - Employment of One (1) Chief
Accountant [19-2213](#)

BO3 Highway Department (Parks) - Employment of One (1) Landscape
Technician I Position [19-2214](#)

BO4 Highway Department (Silverhill) - Employment of Two (2) Laborer
Positions [19-2216](#)

BO5 Revenue Commission (Re-Appraisal) - Approval of Position Description
for Assistant Administrator of Re-Appraisal [19-2215](#)

BO6 Solid Waste Department - Employment of One (1) Solid Waste
Technician Position [19-2217](#)

C PRESENTATIONS

CA GENERAL

CA1 Proclamation - Dysautonomia Awareness Month - October 2019 [19-1975](#)

CA2 Resolution #2020-009 Commending Ms. Peggy Vanover Barnes for
Years of Distinguished Public Service at the Cindy Haber Center, Inc. [19-2239](#)

CA3 Proclamation - Chamber of Commerce Week in Baldwin County - [19-2198](#)
October 14-18, 2019

CA4 Proclamation - Domestic Violence Awareness Month - October 2019 [19-1992](#)

D PUBLIC HEARINGS

DP PLANNING AND ZONING

DP1 Case TA-19001 - Amendments to the Baldwin County Zoning Ordinance, Article 2, Section 2.3.25.3, Local Provisions for Planning District 25 [19-2231](#)

DP2 Case TA-19002 and Case TA-19003 - Amendments to the Baldwin County Zoning Ordinance, Article 4, Residential Districts, and Article 22, Definitions [19-2232](#)

DP3 Case No. Z-19025 - Retirement Systems of Alabama Property Rezoning [19-2230](#)

DP4 Case No. Z-19037 - Wells Property Rezoning [19-2234](#)

DP5 Case No. Z-19038 - Bankester Family Property Rezoning [19-2235](#)

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [19-2200](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [19-2202](#)

EB ROAD AND BRIDGE DIVISION

F ELECTED OFFICIAL REQUESTS

G OTHER STAFF RECOMMENDATIONS

GM HIGHWAY

GM1 2019 High Risk Rural Roads Program for Repair of Unshielded Bridge Ends - Resolution No. 2020-017 and Supplemental Funding Agreement [19-2192](#)

GM2 2019 High Risk Rural Roads Program for Unshielded Bridge Ends - Bid Award and Warrant Payable [19-2181](#)

GM3 License Agreement No. 19013 - 3rd Street Right-of-way in Montrose [19-2226](#)

- H COMMISSIONER REQUESTS**
- I ADDENDA**
- J ADMINISTRATIVE REPORT**
- K COUNTY ATTORNEY'S REPORT**
- L ANNOUNCEMENTS**
- M PUBLIC COMMENTS**
- N PRESS QUESTIONS**
- O COMMISSIONER COMMENTS**
- P ADJOURNMENT**



Baldwin County Commission

Agenda Action Form

File #: 19-2194, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Adoption Partner Agreement between Baldwin County Commission (Animal Shelter) and PetSmart Charities, Inc.

STAFF RECOMMENDATION

Approve the Chairman and/or Clerk Treasurer to execute an EFT Setup and Notice of Bank Change Form, related to the Commission's previous approval of Adoption Partner Agreement on October 1, 2019, between the Baldwin County Commission (Animal Shelter) and PetSmart Charities, Inc., for the Baldwin County Animal Shelter to participate in the PetSmart Charities' adoption program.

In addition, authorize the Chairman and Clerk Treasurer to execute any other documents necessary in order to facilitate the County's partnership with PetSmart Charities, Inc.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: PetSmart Charities Inc., is an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code").

The agreement approved on October 1, 2019, allows the Baldwin County Animal Shelter to participate in the PetSmart Charities' adoption program. The EFT Setup and Notice of Bank Documents Change Form will allow PetSmart Charities to initiate credit entries to the County's account in connection with the agreed upon File Transfer Protocol (FTP) between PetSmart Charities and the County.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Finance and Accounting, Administration and Animal Shelter

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

Finance/Accounting - Fill out financial documents and provide to Administration to be mailed out.

Animal Shelter staff will be responsible for any further program implementation.

Administration - Mail executed forms to:

PetSmart Charities, Inc.
19601 N. 27th Avenue
Phoenix, Arizona 85027

Email documents to: grants@petsmartcharities.org

Additional instructions/notes: N/A



EFT SETUP AND NOTICE OF BANK CHANGE FORM

This checklist is to assist new and existing partners/grantees to complete or change EFT banking information. Please refer to the document requirements below to ensure that the form is properly completed.

****Failure to complete this form will result in forfeited grants and adoption rewards****

Document Requirements:

- ☐ **EFT Form completed (all fields mandatory)**
 - Handwritten signature required, no e-signatures will be accepted
 - Email address on form should be appropriate contact for financial correspondence.
 - Note: Only one contact will receive notification for payments made
- ☐ **Voided check or letter from financial institution must be attached to the EFT Form**
 - Voided check requirements
 - Personal checks will not be accepted
 - Temporary checks will not be accepted
 - Check must contain printed Organization Legal Name
 - Letter from Financial Institution requirements
 - Must be on bank letterhead
 - Organization Legal Name
 - Routing Number
 - Account number
 - Signed by Financial Institution

Completed forms (EFT Form and voided check/letter) can be submitted by:

- Email:
- [grants@petsmartcharities .org](mailto:grants@petsmartcharities.org)
- Fax: (623) 321-6158



Authorization for Electronic Funds Transfer

You hereby authorize PetSmart Charities, Inc. ("PetSmart Charities") to initiate credit entries to the account listed below in connection with the agreed upon File Transfer Protocol (FTP) transactions between our companies. You acknowledge that PetSmart, Inc. will administer the credit entries on behalf of PetSmart Charities. You agree that such transactions will be governed by the National Automated Clearing House Association rules. This authority will remain in effect and all deposits will be directed to the financial institution indicated below until PetSmart Charities receives either (1) a written notification terminating your authorization for direct deposits or (2) an updated Authorization for Electronic Funds Transfer form reflecting the changes to your financial institution information. Both written notifications must be submitted to PetSmart Charities within a reasonable time to allow PetSmart Charities to reflect those changes in your account.

IN NO EVENT SHALL PETSMART CHARITIES OR PETSMART, INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE DELAY, OMISSION OR ERROR OF AN ELECTRONIC CREDIT ENTRY, EVEN IF PETSMART CHARITIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This agreement shall be governed by the laws of the state of Arizona.

Organization Name _____ Tax id# _____

Organization Contact Name _____ Phone _____

I certify that I am authorized to act on behalf of the organization listed above.

Organization's Authorization (MANDATORY SIGNATURE) Title Date

Please provide only "one" email address, where you prefer all funding notifications are sent:

E-mail _____

Email completed forms to Grants@PetSmartCharities.org or fax it to 623.321.6158.

ATTACH A VOIDED CHECK OR SIGNED LETTER FROM YOUR BANK

Voided checks must have preprinted LEGAL NAME AND ADDRESS and no individuals name-If your checks do not meet this criteria then please send us a signed letter from your bank: Example attached



23 S John Sims Parkway • Valparaiso, FL 32580

Today's Date

Organization Legal Name (as known by the IRS)

Organization Legal Address (as known by the IRS)

City, State, Zip Code

To Whom It May Concern:

This letter serves to verify that "**Organization Name**" has a Non-Profit checking account at "**Bank Name, Bank Address**." The account number is *********, and the routing number is *********. Feel free to contact me should you need any further assistance with this verification.

Sincerely,

Signature- Bank Staff

Relationship Banker Navarre Branch

Coastal Bank and Trust,

A division of Synovus Bank

Phone number

Email Address



PETSMART
Charities
Adoption Partner Agreement

This Adoption Partner Agreement ("Agreement") is entered into between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code"), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and Baldwin County whose address is 322 Courthouse Square, Bay Minette AL 36507-4809 ("Adoption Partner").

Section 1 – PetSmart Charities Adoption Program

- A. **Adoption Program.** Charities agrees to permit Adoption Partner to participate in the Charities' adoption program ("Adoption Program") located at one or more PetSmart Charities Adoption Centers or other space at PetSmart retail stores, or in the case of special events, locations specified by Charities ("Adoption Center"). The Adoption Program's sole purpose is to help facilitate and provide a location to facilitate adoptions of dogs, cats, or other pets ("Pets"). Adoption Partner acknowledges that in addition to its organization, other adoption agencies may also be permitted by Charities to hold adoptions at the same time and location as the Adoption Partner.
- B. **Adoption Policies.** In addition to the terms and conditions contained in this Agreement, Adoption Partner acknowledges that it has received, and agrees that it and its employees and volunteers will comply with, any additional policies, procedures and/or manuals (collectively the "Policies") as provided to Adoption Partner by Charities and/or PetSmart, Inc. ("PetSmart"), including any future changes to those policies, procedures and/or manuals. Charities reserves the right to amend such adoption policies in its sole and absolute discretion and will take reasonable steps to notify Adoption Partner of any changes.
- C. **Adoption Process.** Subject to this Agreement and applicable law, Adoption Partner will use its own adoption policies and procedures when offering Pets for adoption, and will make the final decision in the adoption of a Pet. Adoption Partner shall retain ownership of each Pet until the adoption process for such Pet is complete. Adoption Partner will require an adoption release form or other similar document specified by Charities to be signed by the adopting party.
- D. **Adoption Assistance.** If mutually agreed upon by Adoption Partner, Charities, and PetSmart, Charities may, through its relationship with PetSmart, facilitate use of PetSmart employees to support the Adoption Center, which may include conducting adoptions, providing care for Pets, and maintaining the facilities. In such event, Adoption Partner hereby authorizes Charities and/or PetSmart to carry out those activities agreed upon and to provide all reasonably necessary training on Adoption Partner's practices, policies, and procedures.
- E. **Adoption Center.** Adoption Partner shall have the use of the Adoption Center free of rent or costs. The Parties will mutually agree upon one or more Adoption Center locations and the date Adoption Partner will begin use of each Adoption Center. Additional locations may be added from time to time as deemed necessary by both Parties. Additional locations and/or change of locations can be accomplished upon written request by Adoption Partner and written approval of such request by Charities in its sole and absolute discretion.
- F. **Damage to Adoption Center.** Adoption Partner will be responsible for any damage to the Adoption Center or related equipment caused by Adoption Partner, its staff, volunteers, Pets, or any other person or animal acting on or under Adoption Partner's direction or control. Adoption Partner will, at its sole expense, maintain the Adoption Center in a clean, sanitary and orderly fashion and take preventative action to minimize the spread of communicable diseases among Pets. Adoption Partner is responsible for ensuring that the area is clean, fully sanitized and disinfected prior to departure.
- G. **Adoption Rewards.** Charities may elect to provide certain monetary grants in conjunction with the Adoption Program ("Rewards"). Charities, in its sole and absolute discretion may determine the election, amount, modification, or termination of Rewards. Adoption Partner agrees to use such Rewards in the furtherance of its charitable purpose, specifically its Pet adoption program, or if permitted by Charities, other charitable purposes advancing animal welfare. Adoption Partner may not use Rewards for lobbying or political activities, or any purpose not permitted by the Code.
- H. **Adoption Center Supplies.** Charities may elect to provide products or pet food (collectively "Product") for use by Adoption Partner solely for the operation of the Adoption Center. Charities, in its sole and absolute discretion may determine the

election, modification, or termination of Product. Adoption Partner understands and agrees that Product is provided in "as-is" condition and that Charities and PetSmart make NO WARRANTY, COVENANT OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION, THEIR DESIGN OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (EXCEPT CHARITIES WARRANTS IT HAS GOOD TITLE TO THE PRODUCT AND CAN TRANSFER GOOD TITLE TO ADOPTION PARTNER). CHARITIES SHALL NOT BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED OR INCURRED BY ADOPTION PARTNER OR A THIRD PARTY AS A RESULT OF THE USE, OR CONSUMPTION OF THE PRODUCT. Adoption Partner waives any and all claims against and releases Charities or PetSmart from all liability associated with the use or consumption of the Product. Adoption Partner further understands and agrees that the U.S. Food and Drug Administration ("FDA") regulations specify that protein derived from mammalian tissues is not to be used in ruminant feed and that the feeding of any pet food included with any Product to cattle or other ruminant animals is expressly prohibited by federal regulations.

- I. Reporting. Adoption Partner is required to submit the impact report(s) related to the Adoption Program specified by Charities along with any other information reasonably requested by Charities.
- J. Pet Eligibility. Except as specified in the Policies, all Pets must be spayed or neutered, and evaluated and deemed to be healthy, safe for interaction, adoptable, and in compliance with any applicable laws and regulations prior to placement in the Adoption Program. Pets showing or previously having shown any signs of aggression are strictly prohibited from the Adoption Program. Adoption Partner will isolate Pets at the first sign of illness or aggression and remove such Pets immediately from the Adoption Center and PetSmart premises.
- K. Request for Removal of Pet. Charities or its designee may require Adoption Partner to immediately remove any Pet from the Adoption Center or PetSmart premises as may be reasonably necessary to comply with Charities' Adoption Policies, operate the Adoption Program, ensure the safety or well-being of any Pet or person, or comply with any applicable law or regulation, in Charities' sole discretion.
- L. Employees and/or Volunteers. Adoption Partner agrees that Adoption Partner's employees who are working or facilitating adoptions in the Adoption Program must be at least 18 years old. Adoption Partner's volunteers must be at least 14 years old and properly supervised by the Adoption Partner. Volunteers under the age of 18 must always be accompanied and supervised by an adult. Adoption Partner and its employees and volunteers must always maintain a clean, neat and professional appearance, and conduct themselves in a professional and courteous manner. Adoption Partner shall only permit its employees and volunteers to participate in the Adoption Program.
- M. Agreement. Adoption Partner agrees to require all employees and volunteers working on behalf of Adoption Partner in conjunction with the Adoption Program to sign an agreement with Adoption Partner acknowledging that they are aware of and agree to comply with all policies, procedures and manuals, including this Adoption Partner Agreement, and agreeing to waive all claims and liability against Charities and PetSmart resulting from participation in the Adoption Program.
- N. Potential Removal. In the event Charities or PetSmart has any objection to any Adoption Partner employee or volunteer, Charities or PetSmart shall have the right to require Adoption Partner to commence appropriate procedures to remedy the basis of any such objection. Upon reasonable request, PetSmart or Charities, in its sole discretion, may require the removal of the employee or volunteer from the Adoption Center or any other designated areas.
- O. Prohibited Conduct. Adoption Partner, its employees, volunteers or agents, may not, directly or indirectly during or after the term of this Agreement:
 1. Sell, gift or generally compete with any of the products and/or services sold by PetSmart (such as grooming, pet training and veterinary services) while in the Adoption Center or on PetSmart premises.
 2. Conduct fundraising activities while in the Adoption Center or on PetSmart premises, including directly soliciting donations; except Adoption Partner is welcome to collect donations through use of a donation collection canister located where adoptions are being performed.
 3. Interfere in any way with the conduct of the business of PetSmart, Charities or any customer, tenant or occupant of the PetSmart store or shopping center at any time.
 4. Allow any person or other organization to use its Adoption Group Number as assigned by Charities, its tax identification number, or participate in the Adoption Program using its name or identity.

Section 2 – General Provisions

- A. Adoption Partner represents to Charities, as of the date of this Agreement and at all times during the term, that:
1. Adoption Partner is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use any Rewards exclusively for public purposes, or (iii) an "Indian tribal government," under Section 7701(a)(40) of the Code, that is treated as a State that will use any Rewards exclusively for public purposes.
 2. Adoption Partner holds and will maintain any and all licenses, permits and registrations necessary or appropriate to operate and fulfill Adoption Partner's mission.
 3. Adoption Partner is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
 4. Adoption Partner is not on any federal terrorism "watch list" and any Rewards will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
 5. Adoption Partner agrees that all representations or statements made by Adoption Partner in any application or any related communications from or on behalf of Adoption Partner are true and accurate in all material respects. Adoption Partner will notify Charities promptly in writing of any changes in such representations or statements.
- B. Adoption Partner agrees to maintain adequate books and records and other financial documents showing compliance with this Agreement. During the term of the Agreement and for two years afterwards, Charities may audit or review Adoption Partner's books and records solely with respect to this Agreement to confirm Adoption Partner's compliance with the terms of the Agreement. Any such request will be made with at least ten (10) business days' prior notice and during normal business hours. Following any such request, Adoption Partner will provide Charities with the requested records and will fully cooperate with Charities. During any such audit or review, Charities may, in its sole discretion, suspend participation in the Adoption Program and withhold any unpaid Rewards pending the outcome of the audit or review. Adoption Partner expressly grants permission to Charities or its designees to discuss with, or request documentation from, third parties about Adoption Partner related to performance under this Agreement. Adoption Partner agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Agreement. In addition, Adoption Partner agrees to retain and make available all records for Pet licensing and registration, adoptions and adopter information, adoption policies and procedures, as well as any other records required by law related to any Pet or operation of the Adoption Center.
- C. Nothing in this Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. Charities and Adoption Partner are each independent entities, and each will be solely responsible for the acts and omissions of its respective officers, agents, employees, volunteers, and representatives and during and after the term of the Agreement. Adoption Partner shall defend, indemnify and hold harmless Charities including its respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Adoption Partner's: breach of this Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Rewards; participation in the Adoption Program, including injury or damage caused by or involving Adoption Partner's Pets; possession, storage, use, consumption and disposal of any Product; employment and/or worker compensation claims; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Adoption Partner is a governmental entity and as such, is prohibited by law from indemnifying Charities.
- D. In adoption activities pursuant to this Agreement, Adoption Partner agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, gender, marital status or any other legally protected status.
- E. Adoption Partner will acknowledge Charities' support in any promotional materials, including websites and social media platforms, in connection with adoption activities pursuant to this Agreement. Except in the performance of governmental functions or in the enforcement of applicable laws, rules and regulations, Adoption Partner must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Adoption Partner use of its logo, such use is a limited, non-exclusive, revocable right to use. Adoption Partner may not use Charities' logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable.


Any right given to Adoption Partner for the use of Charities name or logo may not be transferred, assigned or sublicensed.

- F. Upon approval by the Adoption Partner, in its discretion, Charities shall have the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Adoption Partner's name and logo in accordance with the terms of the approval. If Adoption Partner permits Charities' use of its logo, such use is a limited, non-exclusive, revocable right to use. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Adoption Partner's name or logo in a negative light or critical manner. Charities' use of Adoption Partner's name or logo will be used only to support or further Charities' mission.
- G. If either party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.
- H. This Agreement shall remain in full force and effect until terminated by either Party as set forth herein. Either party may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Agreement upon written notice to Adoption Partner if Charities determines, in its sole discretion, that Adoption Partner: has breached any term of this Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. If Charities terminates this Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future Rewards; or revoke any Rewards not used in accordance with this Agreement and require that all previously provided Rewards be returned.
- I. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement shall not be construed for or against any party based on which party drafted this Agreement, and each party had the opportunity to review this Agreement with their respective legal counsel to the party's satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Adoption Partner and is fully executed. Charities and Adoption Partner each represent that the individuals signing are duly authorized to execute this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Adoption Partner Agreement, all effective as of the last date written below.

"CHARITIES"

PetSmart Charities, Inc.

Signature: 

Name: Lindsay Del Chiaro

Title: Program Director

Date: 10-2-19

"ADOPTION PARTNER"

Baldwin County

Signature: 

Name: Charles F. Gruber

Title: Chairman

Date: 10/08/2019



Baldwin County Commission

Agenda Action Form

File #: 19-2225, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Sherry-Lea Bloodworth Botop, PIO/CEM

Submitted by: Sherry-Lea Bloodworth, PIO/CEM

ITEM TITLE

*Alabama Department of Economic and Community Affairs (ADECA) - Alabama Counts 2020 Census Grant Application for 2020 Census Outreach for Baldwin County

STAFF RECOMMENDATION

Confirm, ratify, and approve the submission of the Alabama Counts 2020 Census Grant Program application and the execution of related documents to Alabama Department of Economic and Community Affairs (ADECA), requesting grant funds in the amount of \$20,000 with up to \$20,000 match of either cash or in-kind services. This grant application is in partnership with the Baldwin County Economic Development Alliance (BCEDA) and will be for 2020 Census outreach activities and materials for Baldwin County.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff is requesting the Commission to retroactively approve this grant application submission due to the deadline for grant applications being Friday, October 11, 2019.

Baldwin County, along with the Baldwin Community and Economic Development Foundation (BCEDF) plans to execute a comprehensive, county-wide marketing strategy for the 2020 Census, in an effort to increase response rates for hard to count communities and populations throughout Baldwin County.

As Alabama's fastest growing county, Baldwin County provides one of Alabama's greatest chances to show significant population growth. According to the U.S. Census Bureau, Baldwin County added 35,757 net new residents between the 2010 Census and the 2018 population estimates, with that number expected to increase by another 8,000 to 10,000 residents by 2020. Since 2012, Baldwin County has been responsible for 37% of Alabama's total net population growth, and it is important to both Baldwin County and the State of Alabama that each of these new residents is counted.

The marketing plan outlined in this application includes innovative strategies for reaching the hard to

count residents of Baldwin County, including a geo-targeted social media campaign, partnership with the 34,000 student Baldwin County Public School System, partnership with Baldwin County's utility providers, strategic efforts to reach long-term renters who reside around Alabama's most popular tourist destination, and much more. This marketing plan will allow BCEDF to geo-target residents in previously undercounted Census tracts, promote the Census to parents of Baldwin County's 34,000+ students, count long-term visitors to Alabama's number one tourism market, and reach other hard to count groups, such as the aging population, people with disabilities, young children, and more.

FINANCIAL IMPACT

Total cost of recommendation: Incoming revenue.

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: To be considered for funding, you must return a completed application and required supporting documentation to icount@census.alabama.gov by 5 p.m. Central Time on Friday, Oct. 11, 2019. Any applications received after that date and time will not be considered for funding.

Individual(s) responsible for follow up: Sherry-Lea Bloodworth Botop and Administration Staff.

Action required (list contact persons/addresses if documents are to be mailed or emailed): Sherry -Lea Bloodworth Botop will submit application and related documents online.

Bay Minette Administration staff, correspondence to:

icount@census.alabama.gov

Additional instructions/notes: Sherry-Lea Bloodworth Botoy will follow-up with Accounting. Claire Dorrough with the City of Bay Minette will assist the county with grant reporting and tracking of funds. Sherry-Lea Bloodworth Botoy will keep Finance and Accounting updated.



Grant Program Application

Alabama Department of Economic and Community Affairs

To be considered for funding, you must return a completed application and required supporting documentation to icount@census.alabama.gov by **5 p.m. Central Time on Friday, Oct. 11, 2019**. Any applications received after that date and time will not be considered for funding.

General Information

Organization Name:	
Address:	
Tax ID #:	
Fiscal Sponsor (if necessary):	
Name of Executive Director	
Email Address:	
Phone Number:	
Name of Secondary Contact:	
Email Address:	
Phone Number:	

Mission

Please provide a brief summary of your organization's mission.

Abstract

Provide a brief 2 paragraph description of proposed project including funding amount requested, overview, and impact on the intended audience.

Type of organization applying for funds (select *one* that applies)

Organization with tax exempt 501 (c)(3) status, and/or tribes

Community group fiscally sponsored by a 501(c)(3) organization

Organization or coalition working in the identified hard-to-count communities

Local governmental entity or public agency working regionally or working with organizations and coalitions in the identified hard-to-count communities and geographies

Demographic communities

Please select the demographic communities in which you will focus on. Check all that apply:

Young children

Recent immigrants

Racial and ethnic minorities, including populations that speak limited or no English

Renters or those who move frequently

People living in “group quarters” (for example, college dorms, residential treatment centers, nursing homes)

People with lower incomes

People unemployed

People with lower educational attainment

Formerly incarcerated people

The aging population

Persons with mental or physical disabilities

College or university students

Members of the military

Households with no computer or no internet access to complete census form online

Other:

(Specify) _____

REQUIRED ATTACHMENTS

Project Description (No more than 7 pages total)

- Describe the specific geographic areas or demographic communities in which you will focus. What is your organization's link to those target areas or communities?
- Describe how your organization's mission supports your plans to organize specific geographic areas or demographic communities in Alabama that are at a high risk of being undercounted in the 2020 Census
- Provide a clear outline of how your plan incorporates the state's 2020 Census Action Plan and logo (available at www.census.alabama.gov/grants) to launch your public education campaign; your grassroots strategies for organizing and outreach; and your media/communications strategy and description of events and/or motivation efforts regarding the 2020 Census
- Discuss your previous experience in organizing these communities, including successes and challenges
- List clear and measurable goals and objectives to address a possible undercount in your targeted community or demographic, including the number of people to be engaged, weekly or monthly
- Provide a timeline of specific activities and/or events
- What barriers do you anticipate facing and how will your plan seek to overcome them?
- Identification of your partners, including roles and responsibilities
- A description of how you will document your outreach and evaluate your application's success

Tract Selection

- Identify the counties and specific tracts that you will serve based on the US Census Low Response Score Map (Tract numbers are included on the interactive map available at www.census.alabama.gov/grants)

Budget

Grant Amount Requested: \$_____

Total Project Budget (including in-kind or cash match at least equal to the grant amount requested, documentation of commitment for matching funds must be provided no later than November 8, 2019.)

- Describe the other resources that will be used to support your census activities

Supporting documents

- A copy of your (or your fiscal agent) most recent Form 990
- A copy of your most recent financial statement with accountant opinion
- A copy of your organization's most recent signed IRS form W-9
- A copy of your executive director signature and some evidence of board approval
- Copy of organizations' most recent annual report, if available
- Letters of support or memoranda of understanding from project partners, if applicable
- List of current board of directors, trustees or governing board with individuals' affiliations. If using a fiscal sponsor, these documents should come from your fiscal sponsor
- Organization's operating budget for the current fiscal year. If using a fiscal sponsor, these documents should come from your fiscal sponsor



Alabama Department of Economic and Community Affairs

census.alabama.gov

adeca.alabama.gov



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

October 11, 2019

Director Kenneth Boswell
Alabama Department of Economic and Community Affairs
401 Adams Avenue
Montgomery, Alabama 36104

Dear Director Boswell:

The Baldwin County Commission is pleased to submit an application to ADECA for grant funds to market the 2020 Census here in Baldwin County. As the fastest growing county in Alabama, we know that Baldwin County is critical in ensuring that Alabama has a complete and accurate count in 2020. We believe that our comprehensive and innovative approach to this campaign will help us meet that goal.

After discussing the importance of the statewide 2020 Census marketing effort at our Commission work session on October 8, 2019, our entire Commission expressed their support of committing resources to support this campaign. At the Baldwin County Commission meeting on October 15, 2019, the commission will vote to approve a \$20,000 match including in-kind services and funds to support this grant program.

In addition to our match commitment, we have already established partnerships with many countywide community organizations that are willing to support our outreach efforts with their time and additional in-kind services. Our partners include the Baldwin County Public School System, Coastal Alabama Community College, Baldwin County Economic Development Alliance, South Baldwin Chamber of Commerce, Eastern Shore Chamber of Commerce, Baldwin County Public Library System, Riviera Utilities and many more.

As you consider recipients for these grant funds, know that Baldwin County is committed to playing a large role in executing this campaign, above and beyond what is included in this grant proposal. We expect to spend approximately 150 staff hours on our countywide census efforts in collaboration with our local Census Bureau representative.

With ADECA's support, we believe that Baldwin County can greatly aid Alabama's efforts to secure an accurate and complete count of our residents. We look forward to partnering with your team on this initiative.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/sb/met



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
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MEMBERS
DISTRICT 1. JAMES E. BALL
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October 11, 2019

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401 Adams Avenue
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With ADECA's support, we believe that Baldwin County can greatly aid Alabama's efforts to secure an accurate and complete count of our residents. We look forward to partnering with your team on this initiative.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/sb/met



Grant Program Application

Alabama Department of Economic and Community Affairs

To be considered for funding, you must return a completed application and required supporting documentation to icount@census.alabama.gov by **5 p.m. Central Time on Friday, Oct. 11, 2019**. Any applications received after that date and time will not be considered for funding.

General Information

Organization Name:
Address:
Tax ID #:
Fiscal Sponsor (if necessary):
Name of Executive Director
Email Address:
Phone Number:
Name of Secondary Contact:
Email Address:
Phone Number:

Baldwin County

Baldwin County Administration Building, 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

Baldwin County Commission

sherry-lea.botop@baldwincountyal.gov

(251) 972-8579

Tanner Jones

tjones@baldwineda.org

(251) 970-4081

Mission

Please provide a brief summary of your organization's mission.

Baldwin County encompasses fourteen municipalities. According to the 2010 U.S. Census, the population of Baldwin County was officially recorded at 182,265 residents and the majority of Baldwin's population resides in the rural, unincorporated areas. The county government is headquartered at the county seat in the City of Bay Minette and is governed by a four-member county commission with all four members elected by a vote of the entire county. The county's public school system includes all public schools in the unincorporated & incorporated areas.

Abstract

Provide a brief 2 paragraph description of proposed project including funding amount requested, overview, and impact on the intended audience.

Baldwin County will work with partners around the county, including the primary partner the Baldwin County Economic Development Alliance to execute a comprehensive, countywide marketing strategy for the 2020 Census in an effort to increase response rates for hard-to-count communities and populations throughout the County. As Alabama's fastest growing county, Baldwin County provides one of Alabama's greatest opportunities to report significant population growth. According to the U.S. Census Bureau, Baldwin County added 35,757 net new residents between the 2010 Census and the 2018 population estimates, with that number expected to increase by another 8,000 to 10,000 residents by 2020. Since 2012, Baldwin County has been responsible for 37% of Alabama's total net population growth and it is important to both Baldwin County and the State of Alabama that each new resident, in addition to current resident, is counted.

The marketing plan outlined in this application includes innovative strategies for reaching the hard-to-count residents of Baldwin County, including a geo-targeted social media campaign, partnership with the 34,000-student Baldwin County Public School System, partnership with Baldwin County's utility providers, strategic efforts with Baldwin Realtors to reach long-term renters who reside around Alabama's most popular tourist destination, the Baldwin County Area Council on Aging, libraries around the county, church leaders, chambers of commerce, civil rights organizations and much more. This marketing plan will allow Baldwin County to geo-target residents in previously undercounted Census tracts, promote the Census to parents of Baldwin County's 34,000+ students, count long-term visitors to Alabama's number one tourism market, and reach other hard-to-count groups, such as the aging population, people with disabilities, young children, and more.

Type of organization applying for funds (select *one* that applies)

- ☐ Organization with tax exempt 501 (c)(3) status, and/or tribes
- ☐ Community group fiscally sponsored by a 501(c)(3) organization
- ☐ Organization or coalition working in the identified hard-to-count communities
- ☒ Local governmental entity or public agency working regionally or working with organizations and coalitions in the identified hard-to-count communities and geographies

Demographic communities

Please select the demographic communities in which you will focus on. Check all that apply:

- ☒ Young children
- ☒ Recent immigrants
- ☒ Racial and ethnic minorities, including populations that speak limited or no English
- ☒ Renters or those who move frequently
- ☐ People living in "group quarters" (for example, college dorms, residential treatment centers, nursing homes)
- ☒ People with lower incomes
- ☐ People unemployed
- ☐ People with lower educational attainment
- ☐ Formerly incarcerated people
- ☒ The aging population
- ☒ Persons with mental or physical disabilities
- ☒ College or university students
- ☐ Members of the military
- ☒ Households with no computer or no internet access to complete census form online
- ☒ Other:

(Specify) Public Transit - BRATS Riders

REQUIRED ATTACHMENTS

Project Description (No more than 7 pages total)

- Describe the specific geographic areas or demographic communities in which you will focus. What is your organization's link to those target areas or communities?
- Describe how your organization's mission supports your plans to organize specific geographic areas or demographic communities in Alabama that are at a high risk of being undercounted in the 2020 Census
- Provide a clear outline of how your plan incorporates the state's 2020 Census Action Plan and logo (available at www.census.alabama.gov/grants) to launch your public education campaign; your grassroots strategies for organizing and outreach; and your media/communications strategy and description of events and/or motivation efforts regarding the 2020 Census
- Discuss your previous experience in organizing these communities, including successes and challenges
- List clear and measurable goals and objectives to address a possible undercount in your targeted community or demographic, including the number of people to be engaged, weekly or monthly
- Provide a timeline of specific activities and/or events
- What barriers do you anticipate facing and how will your plan seek to overcome them?
- Identification of your partners, including roles and responsibilities
- A description of how you will document your outreach and evaluate your application's success

Tract Selection

- Identify the counties and specific tracts that you will serve based on the US Census Low Response Score Map (Tract numbers are included on the interactive map available at www.census.alabama.gov/grants)

Budget

Grant Amount Requested: \$ 20,000

Total Project Budget (including in-kind or cash match at least equal to the grant amount requested, documentation of commitment for matching funds must be provided no later than November 8, 2019.)

- Describe the other resources that will be used to support your census activities

Supporting documents

- A copy of your (or your fiscal agent) most recent Form 990
- A copy of your most recent financial statement with accountant opinion
- A copy of your organization's most recent signed IRS Form W-9
- A copy of your executive director signature and some evidence of board approval
- Copy of organizations' most recent annual report, if available
- Letters of support or memoranda of understanding from project partners, if applicable
- List of current board of directors, trustees or governing board with individuals' affiliations. If using a fiscal sponsor, these documents should come from your fiscal sponsor
- Organization's operating budget for the current fiscal year. If using a fiscal sponsor, these documents should come from your fiscal sponsor



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Baldwin County Commission

Agenda Action Form

File #: 19-2190, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator; Joey Nunnally, County Engineer

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Baldwin County Intracoastal Waterway (ICW) Boat Launch Project

STAFF RECOMMENDATION

Make part of the record, the following documentation related to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting, related to the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway:

1) Fifth Amendment to the Purchase and Sale Agreement, dated October 2, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to October 22, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: See dates below.

Background:

PREVIOUS BCC ACTION TAKEN:

May 15, 2018, BCC Regular Meeting - The Commission authorized the Chairman to execute a Letter of Intent to FortySeven Canal Place, LLC for the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway, adjacent and east of the Foley Beach Express Bridge, at 22800 Brown Lane, Orange Beach, Alabama.

October 2, 2018, BCC Regular Meeting - The Commission authorized the execution of the Purchase and Sale Agreement for the 45 acres of property on the Gulf Intracoastal Waterway and committed to investing \$7.5 million dollars to acquire said property.

October 16, 2018, BCC Regular Meeting - The Commission adopted Resolution #2019-012 in support of State funding assistance for the Baldwin County Intracoastal Waterway (ICW) Boat Launch Project and authorize the Chairman to execute correspondence to the Honorable Kay Ivey, Governor of the State of Alabama, regarding the same.

January 8, 2019, BCC Work Session - The Commission discussed the Purchase Agreement approved and executed on October 2, 2018, for the purchase of the property.

January 15, 2019, BCC Regular Meeting - The Commission authorized the Chairman to execute any extensions to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting related to the purchase of 45 acres of property on the Gulf Intracoastal Waterway

January 15, 2019 - First Amendment to the Purchase and Sale Agreement was signed by the Commission Chairman and dated January 15, 2019, which amended Section 3.2 of the Agreement, extending the inspection date from 120 days after the effective date of the Agreement, to March 18, 2019; and

March 14, 2019 - Second Amendment to the Purchase and Sale Agreement was signed by the Commission Chairman and dated March 14, 2019, which amended Section 3.2 of the Agreement, extending the inspection date from March 18, 2019, to July 31, 2019.

April 2, 2019, BCC Regular Meeting - The Commission made part of the record, the following documentation related to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting, related to the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway:

1) First Amendment to the Purchase and Sale Agreement, dated January 15, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to March 18, 2019; and

2) Second Amendment to the Purchase and Sale Agreement, dated March 14, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to July 31, 2019.

August 6, 2019, BCC Regular Meeting - The Commission made part of the record, the following documentation related to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting, related to the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway:

1) Third Amendment to the Purchase and Sale Agreement, dated July 25, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to August 30, 2019

September 20, 2019, BCC Regular Meeting - The Commission made part of the record, the following documentation related to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting, related to the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway:

1) Fourth Amendment to the Purchase and Sale Agreement, dated August 27, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to September 13, 2019

September 20, 2019, BCC Regular Meeting - The Commission approved and authorized the Chairman to execute the Gulf of Mexico Security Act (GOMESA) Grant Agreement (Alabama Department of Conservation and Natural Resources ADCNR) in the amount of \$7,500,000.00 for the property acquisition of 45 acres for the Intracoastal Waterway Boat Launch project. *(This agreement shall be effective upon full execution by both parties and terminate ninety (90) days after the end of the Project Period (September 30, 2020), unless extended in writing by ADCNR by amendment. Agreement terms also included in Paragraphs 7, 18 and 22 of the agreement.)*

GENERAL BACKGROUND:

The proposed Baldwin County ICW Boat Launch Project on the Gulf Intracoastal Waterway is designed to accommodate the construction of 14 boat launches, 8 fishing piers, 8 staging piers, 12 small picnic gazebos, wharf area, restroom facilities and parking for over 450 vehicles, with space available to accommodate additional amenities in potential future phases.

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:

1) Make Amendments part of the record.

2) Add to file (for Deed Book).

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

Additional instructions/notes: N/A

May 14, 2018

Baldwin County Commission
Baldwin County Administration Department
County Commission Office
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Re: **Approximately 44.5 acres of land at 22800 Brown Lane, Orange Beach,
Baldwin County, Alabama (the "Property")**

Ladies and Gentlemen:

This letter sets forth the general terms and conditions on which Forty Seven Canal Place, LLC ("**Seller**") is prepared to commence the negotiation of a definitive purchase and sale agreement (the "**Purchase Contract**") with Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama ("**Purchaser**"), regarding the sale of the Property described above. This letter does not create a binding legal obligation on the part of Seller or Purchaser and does not constitute an offer, contract, covenant or agreement, but has been prepared to serve as an aid in the preparation and negotiation of a Purchase Contract.

The proposed general terms and conditions are:

1. **Purchase Price and Manner of Payment.** The Purchase Price for the Property will be \$6,000,000. At Closing, Purchaser will pay the Purchase Price, as adjusted by credits and prorations (including, without limitation, the adjustment and credit described below in Paragraph 12), by wire transfer of immediately available funds.
2. **Mortgage Release.** The Property is subject to that Purchase Money Mortgage and Security Agreement dated as of October 4, 2005, recorded as Instrument Number 927765 in the Office of the Judge of Probate of Baldwin County, Alabama (the "**Mortgage**"), which restricts Seller's right to sell the Property. Upon the full execution of the Purchase Contract, Seller will request that the mortgagee under such Mortgage terminate and release such Mortgage to permit the proposed sale of the Property to Purchaser. Seller will have no obligation to incur any cost or expense, commence any legal action or proceeding, nor undertake any payment or performance obligation as consideration for, or to otherwise bring about, such termination and release. The Purchase Contract will automatically terminate on the date that is fifteen (15) days after the date the Purchase Contract is fully executed (the "**Effective Date**") unless, on or before such Effective Date, (a) such mortgagee should either (i) fully and finally terminate and release the Mortgage by instrument recorded in the appropriate real

property records, or (ii) irrevocably and unconditionally commit in writing (in a form reasonably acceptable to Seller) to do so prior to the Closing Date; and (b) Seller notifies Purchaser of its election that the Purchase Contract will not be terminated.

3. **Earnest Money.**

- (a) Within three (3) business days after the Effective Date of the Purchase Contract, Purchaser will deposit with the Atlanta, Georgia office of Fidelity National Title Insurance Company ("**Title Company**") the sum of \$100,000.00 as earnest money (the "**Earnest Money**"). If Purchaser does not elect to terminate the Purchase Contract during the Inspection Period (as defined below), then Purchaser will deposit an additional \$400,000.00 with the Title Company as additional Earnest Money. Such additional Earnest Money deposit will be due no later than the last day of the Inspection Period. The Title Company will invest the Earnest Money pursuant to terms in the Purchase Contract, and the interest and other income earned on the Earnest Money deposit will be deemed a part of the Earnest Money and will be applied towards payment of the Purchase Price if the Closing occurs.
- (b) During the Inspection Period, the Earnest Money will be fully refundable if Purchaser elects to terminate the Purchase Contract. After the Inspection Period, the Earnest Money will be non-refundable unless (i) Seller defaults under the Purchase Contract in any material respect and does not cure the default within the time permitted under the Purchase Contract or (ii) a condition precedent to Purchaser's obligation to close is not satisfied and Purchaser elects not to close within the time permitted under the Purchase Contract. If Purchaser defaults under the Purchase Contract in any material respect, the Earnest Money will be paid to Seller as full liquidated damages and as Seller's sole remedy for such default.
- (c) At Closing, the Earnest Money will be paid over to Seller and applied to the Purchase Price.

4. **Inspection Period; Right to Terminate.** Purchaser will have a period of ninety (90) days after the Effective Date (the "**Inspection Period**") in which to undertake such studies, tests and investigations as will be contemplated in the Purchase Contract. The Purchase Contract will establish the terms and conditions under which Purchaser may conduct such inspections. Purchaser will not be permitted to enter upon or inspect the Property prior to the Effective Date, nor perform any invasive sampling or other environmental testing at the Property at any time. If Purchaser determines in its sole discretion that the Property is not suitable to Purchaser, for any reason or no reason, then Purchaser may terminate

the Purchase Contract by delivery of written notice to Seller prior to the end of the Inspection Period. Upon any such termination, the Earnest Money will be returned to Purchaser.

5. **Title and Survey.** At Closing, Seller will convey to Purchaser the Property by statutory warranty deed, subject to permitted title and survey exceptions, but free of monetary liens then due and payable. No later than thirty (30) days after the full execution of the Purchase Contract, Seller will cause the Title Company to issue to Purchaser a current title insurance commitment covering the Property. At its own cost, Purchaser may obtain a survey of the Property. Purchaser will have until fifteen (15) days prior to the expiration of the Inspection Period in which to notify Seller in writing of title and survey objections. If Seller does not elect to cure all objections specified in Purchaser's notice, then Purchaser may either accept a conveyance of the Property subject to such matters or terminate the Purchase Contract by sending written notice thereof to Seller prior to the end of the Inspection Period.
6. **Closing.** Closing will be held at the Atlanta, Georgia office of Title Company on October 1, 2018 (the "**Closing Date**"); provided, however, that Seller will have the right to extend the Closing Date for a period of up to one (1) calendar year to achieve VCUP Completion (as defined below). Closing may be held at such other place or such earlier time and date as Seller and Purchaser may mutually approve.
7. **As-Is.** Purchaser acknowledges and agrees that upon Closing, Seller will convey the Property to Purchaser, and Purchaser will accept the Property "as is, where is, with all faults", except to the extent expressly provided otherwise in the Purchase Contract.
8. **Transaction Costs.** Seller will pay (a) one-half (½) of any escrow fee which may be charged by the Title Company, and (b) the costs of curing all title objections for which Seller is responsible under the Purchase Contract. Purchaser will pay (i) one-half (½) of any escrow fees charged by the Title Company, (ii) all applicable transfer taxes, documentary stamp taxes and similar charges relating to the transfer of the Property, (iii) the fees for recording the statutory warranty deed, (iv) the premium for any owner's title policy and endorsements obtained by Purchaser at Closing, (v) the cost of Purchaser's inspections of the Property, (vi) the cost of the any survey of the Property that Purchaser may obtain, (ix) all fees, costs and expenses incurred in connection with Seller's achievement of VCUP Completion (as contemplated in Paragraph 12 below). Purchaser and Seller will each be responsible for its own attorneys' fees.
9. **Prorations.** All ad valorem taxes, rents and other items of income and expense will be prorated as of 11:59 p.m. on the date prior to Closing.

10. **Seller's Default.** Upon a default by Seller, Purchaser will be entitled, as its sole remedy, either (a) to receive the return of the Earnest Money, which return will operate to terminate the Purchase Contract and release Seller from any and all liability thereunder, or (b) to enforce specific performance of Seller's obligation to execute and deliver the documents required to convey the Property to Purchaser, subject to VCUP Completion, and to see that the Seller conveys the Property, it being understood and agreed that the remedy of specific performance will not be available to enforce any other obligation of Seller under the Purchase Contract, other than that conveyance. In the Purchase Contract, Purchaser will waive all other rights and remedies against Seller, including any claim for damages.
11. **Brokerage Commission.** Seller will pay a brokerage commission to Ashurst & Niemeyer, L.L.C. ("**Broker**") in an amount set forth in a separate agreement between Seller and Broker, which will be due and payable at the time of Closing and only in the event the Closing occurs. Purchaser and Seller will each indemnify the other against any claims for brokerage commissions arising out of the actions or agreements of the indemnifying party.
12. **VCUP Completion.**
 - (a) **Closing Condition.** The Property is the subject of that Application for Voluntary Cleanup Program dated January 24, 2007, prepared by MACTEC Engineering and Consulting, Inc., under MACTEC Project No. 6325-06-0097, for Colonial Properties Trust, and submitted to the Alabama Department of Environmental Management ("**ADEM**"). As contemplated in such application and the accompanying materials, Seller desires to achieve "**VCUP Completion**", which means satisfaction of all requirements contemplated in Section 335-15-1, *et seq.*, of the Alabama Department of Environmental Management Administrative Code (the "**Administrative Code**"), and other applicable Alabama law, to the extent necessary to obtain the liability protections described in Section 22-30E-9(a) of the Code of Alabama (1975) through the Voluntary Cleanup Program ("**VCUP**") contemplated in the Administrative Code. Seller's obligation to sell the Property to Purchaser will be subject to, and conditioned upon, achieving VCUP Completion.
 - (b) **Environmental Consultant.** On or before the date that is fifteen (15) days after the Effective Date, Seller will engage Terracon Consultants, Inc. ("**Terracon**") as its environmental consultant to advise Seller on the pursuit of VCUP Completion, which may include, without limitation, performing additional environmental investigations at the Property, preparing a plan for any remediation work necessary to achieve VCUP Completion, overseeing any such remediation work, and managing

correspondence with ADEM in the pursuit of VCUP Completion. Seller will keep Purchaser informed of all matters related to the status of VCUP Completion, and at Purchaser's request, Seller will arrange for conference calls or meetings among Seller, Purchaser and Terracon for such purposes.

- (c) **Remediation Plan.** Within ten (10) days after the Effective Date, Seller will provide to Purchaser all environmental reports in Seller's possession for Purchaser's review during the Inspection Period, as well as materials related to the Property prepared by Terracon. Seller will also coordinate with Purchaser and Terracon to determine the scope of any remediation work to be performed at the Property for purposes of achieving VCUP Completion.
 - (d) **Remediation Work.** Unless Purchaser should terminate the Purchase Contract during the Inspection Period, following the expiration of the Inspection Period, Purchaser will use commercially reasonable efforts to complete remediation work at the Property in accordance with the remediation plan created by Seller, Purchaser and Terracon, and to achieve VCUP Completion.
 - (e) **Costs and Expenses.** As an adjustment to the Purchase Price at Closing, Purchaser will reimburse Seller for all costs and expenses incurred by Seller to achieve VCUP Completion. Regardless of the amount of such adjustment, Purchaser will receive a \$100,000 credit against the Purchase Price, as Seller's contribution toward such costs and expenses.
13. **Non-Binding Nature of Letter of Intent.** Seller and Purchaser acknowledge that this letter is not intended to constitute a binding contract and that a contract will not exist unless and until the parties have executed a formal Purchase Contract covering the terms of this letter and all other essential terms of the proposed transaction. The parties acknowledge that they have not attempted to set forth in this letter all of the essential terms of the transaction and that such essential terms have not been agreed upon by the parties and are subject to further negotiations. Neither party may claim any legal rights against the other by reason of any actions taken in reliance upon this letter of intent, including without limitation, any partial performance of the transactions contemplated herein or the expenditure of time and money in anticipation of entering into a contract. The parties acknowledge that at any time either party will have the right to terminate the letter of intent or the negotiation of the Purchase Contract for any reason or no reason and that neither party owes the other party any duty to proceed under this Letter of Intent or to negotiate a final Purchase Contract.

Forty Seven Canal Place, LLC
May 14, 2018
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Very truly yours,

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company,
its manager

By: Elizabeth Long
Name: Elizabeth Long
Title: Vice President

Forty Seven Canal Place, LLC
May 14, 2018
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Accepted this 15th day of May, 2018:

BALDWIN COUNTY, ALABAMA

By: 

Name: Frank Burt, Jr.

Title: Chairman

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of October 2, 2018 (the "**Effective Date**"), by and between **FORTY SEVEN CANAL PLACE, LLC**, an Alabama limited liability company ("**Seller**"), and **BALDWIN COUNTY, ALABAMA**, by and through the **BALDWIN COUNTY COMMISSION**, a political subdivision of the State of Alabama ("**Purchaser**").

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation ("**Escrow Agent**"); and in its capacity as title insurer sometimes herein called the "**Title Company**", is a party to this Agreement solely for the limited purposes set forth herein.

WITNESSETH:

ARTICLE 1

PURCHASE AND SALE

1.1 **Agreement of Purchase and Sale.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey, and Purchaser agrees to purchase, the following:

(a) That certain tract or parcel of land consisting of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, Alabama and more particularly described in Exhibit A, attached hereto and made a part hereof (the "**Land**"); and

(b) all those rights, easements and appurtenances pertaining to the Land (whether now or hereafter existing), including (i) all right, title and interest of Seller (if any) in and to any streets, alleys or rights-of-way (whether open, closed or proposed), within or adjacent to the Land, and (ii) all right, title and interest of Seller with respect to any easements, covenants, agreements, rights, privileges, tenements, mineral rights, oil and gas rights, water rights, subsurface rights, hereditaments and appurtenances that now or hereafter benefit the Land, but only to the extent that such right, title and interest is assignable and only to the extent that such right, title and interest relates to the Land as opposed to other property of Seller (the property described in this clause (b) is herein referred to collectively as the "**Related Rights**").

1.2 **Property Defined.** The Land and the Related Rights are hereinafter sometimes referred to collectively as the "**Property**."

1.3 **Permitted Exceptions.** The Property shall be conveyed, and Purchaser shall accept the Property, subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to Article 2 hereof (herein referred to collectively as the "**Permitted Exceptions**").

1.4 **Purchase Price.** Seller shall sell, and Purchaser shall purchase, the Property for a total purchase price of the greater of the following (the "**Purchase Price**"): (a) **SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00)**, or (b) the fair market value of the Property as set forth in the Appraisal (as hereinafter defined).

1.5 **Payment of Purchase Price.** The Purchase Price, as adjusted by prorations and adjustments as herein provided, shall be payable in full at Closing (as hereinafter defined), in cash, by wire transfer of immediately available federal funds to a bank account designated by Escrow Agent in writing to Purchaser prior to the Closing ("**Escrow Agent's Account**"). At Closing, Escrow Agent, acting as disbursing agent, shall disburse the Purchase Price, as adjusted by prorations and adjustments as herein provided, in full, in

cash by wire transfer of immediately available federal funds to a bank account designated by Seller in writing to Escrow Agent prior to the Closing.

1.6 **Earnest Money.** Within three (3) business days following the Effective Date, Purchaser shall deposit with the Atlanta, Georgia office of Escrow Agent the sum of **One Hundred Thousand and no/100 Dollars (\$100,000.00)** (the "**Initial Deposit**") in cash, by wire transfer of immediately available funds. If Purchaser has not terminated this Agreement on or prior to the Inspection Date (as hereinafter defined), then Purchaser shall deposit an additional **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** (the "**Additional Deposit**"; the Initial Deposit and the Additional Deposit, when deposited, are herein collectively called the "**Earnest Money**") with Escrow Agent before 5:00 PM (Atlanta, Georgia time) on the Inspection Date. The Escrow Agent shall deposit the Earnest Money in accordance with the terms and conditions of Article 10 of this Agreement. All interest accruing on such sum, if any, shall become a part of the Earnest Money and shall be distributed as Earnest Money in accordance with the terms of this Agreement. If Purchaser fails to deliver any portion of the Earnest Money to the Escrow Agent within the time periods specified above, then this Agreement shall be deemed terminated. If Purchaser is entitled to have the Earnest Money returned to Purchaser pursuant to any provision of this Agreement other than Seller's default under this Agreement, then One Hundred Dollars (\$100.00) of the Earnest Money shall nevertheless be paid to Seller as good and sufficient consideration for entering into this Agreement. In addition, Seller acknowledges that Purchaser, in evaluating the Property and performing its due diligence investigation of the Property, will devote internal resources and incur expenses, and that such efforts and expenses of Purchaser also constitute good, valuable and sufficient consideration for this Agreement.

ARTICLE 2

TITLE AND SURVEY

2.1 **Title Examination; Commitment for Title Insurance.** No later than fifteen (15) days after the Effective Date, Seller will cause the Title Company to issue to Purchaser an updated title commitment covering the Property (the "**Title Commitment**").

2.2 **Survey.** Purchaser may, at Purchaser's cost and expense, obtain a land title survey of the Property. Such survey, as may or may not be updated, shall constitute the "**Survey**" hereunder.

2.3 **Title Objections; Cure of Title Objections.**

(a) Purchaser shall have until the date that is ten (10) days prior to the Inspection Date (the "**Title Objection Deadline**") to notify Seller, in writing, of such objections as Purchaser may have to the title or the survey, other than the Permitted Exceptions described on Exhibit B attached hereto and incorporated herein by this reference. Any item contained in the Title Commitment, any matter shown on the Survey or any document that is of record as of the effective date of, and disclosed in, the Title Commitment to which Purchaser does not object on or before the Title Objection Deadline shall be deemed a "**Permitted Exception.**"

(b) In the event Purchaser should notify Seller of objections to title or to matters shown on the Survey on or before the Title Objection Deadline, Seller shall have the right, but not the obligation, to cure such objections. On or before the fifth (5th) day following Seller's receipt of Purchaser's notice of objections, Seller shall notify Purchaser in writing whether Seller elects to attempt to cure such objections (but Seller's failure to provide a notice shall be deemed an election by Seller not to cure any of the objections). If Seller elects to attempt to cure any such objection, and provided that Purchaser shall not have terminated this Agreement in accordance with Section 3.2 hereof, then Seller shall use commercially reasonable efforts to attempt to remove, satisfy or cure the same. For this purpose, Seller shall be entitled to a reasonable extension of the Closing if additional time is required, but in no event shall the extension extend

for more than fifteen (15) days unless Purchaser consents in writing to a longer period. If Seller elects (or is deemed to have elected) not to cure any valid objections specified in Purchaser's notice, or if Seller fails or is unable to effect a cure, in either case prior to Closing (or by any date to which the Closing had been extended), then in either case, Purchaser shall select one, but not both, of the following options, which election must in each case be made within the time period provided in paragraph (c) below:

(1) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Purchaser which Seller is unwilling or unable to cure, and without reduction of the Purchase Price; or

(2) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(c) If Seller notifies Purchaser that Seller does not intend to attempt to cure any title objection, or if Seller is deemed to have elected not to cure any title objections, or if Seller notifies Purchaser of Seller's intent to cure any objection and Seller later notifies Purchaser that Seller has failed or will be unable to effect a cure thereof, then in any such case Purchaser shall, on or before the Inspection Date, notify Seller in writing whether Purchaser shall elect to accept the conveyance under clause (b)(1) above or to terminate this Agreement under clause (b)(2) above (with Purchaser's failure to provide such a notice deemed an election by Purchaser to accept conveyance under clause (b)(1) above).

(d) Purchaser acknowledges that the Property is encumbered by loan documents described on the attached Schedule 1. Whether or not Purchaser shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Seller shall (i) pursue the release of the Property from the Mortgage (as defined on the attached Schedule 1), the termination of the Loan Documents (as defined on the attached Schedule 1), and Seller's release from all Secured Obligations (as defined in the Mortgage); and (ii) satisfy or discharge at or prior to Closing (A) all past due ad valorem taxes and assessments and water/sewer bills of any kind constituting a lien against the Property; (B) any undisputed mechanic's or materialmen's liens arising by, through or under Seller, and (C) all disputed monetary liens not exceeding Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Notwithstanding anything to the contrary herein, Purchaser acknowledges that Seller has no obligation to incur any cost or expense, commence any legal action or proceeding, nor undertake any payment or performance obligation as consideration for, or to otherwise bring about, the termination or release of the Mortgage, Loan Documents or Secured Obligations. Further, the terms "discharge" and "discharged" as used in this paragraph include compliance with a statutory bonding procedure that has the legal effect of removing the encumbrance or monetary lien as a lien on the Property and allows the encumbrance or monetary lien to be removed from the title exceptions in the Title Policy (as defined below).

2.4 Conveyance of Title. At Closing, Seller shall convey and transfer the Property to Purchaser, subject to the Permitted Exceptions. It shall be a condition to Purchaser's obligation to close this transaction that title to the Property conveyed and transferred to Purchaser shall be such title to the Property as will enable the Title Company to issue to Purchaser an American Land Title Association (ALTA) Form 2006 Owner's Policy of Title Insurance (the "**Title Policy**") covering the Property, in the full amount of the Purchase Price, subject to the following matters, which shall be deemed to be Permitted Exceptions:

- (a) all matters set forth on Exhibit B, attached hereto and by this reference incorporated herein;
- (b) the VCUP Covenant (as hereinafter defined); and

(c) additional items, if any, appearing of record or shown on the Survey, except to the extent Seller agrees to cure, or is obligated to cure, any such matters pursuant to Section 2.3 or 2.5 hereof, but not any item created in violation of Section 2.6 hereof; and

2.5 Pre-Closing "Gap" Title Defects. Whether or not Purchaser shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Purchaser may, at or prior to Closing, notify Seller in writing of any objections to title having a material adverse effect on the development, operation or value of the Property and first discovered by the Title Company or the surveyor that prepared the Survey, and first appearing of record or physically affecting the Property (as the case may be), between (a) the effective date of the Title Commitment or Survey (as the case may be) prior to the Title Objection Deadline, and (b) the Closing Date; provided, however, that Purchaser must notify Seller of any such objections within five (5) days after Purchaser's first receipt of any updated version of the Title Commitment, updated version of the Survey or other document, whichever first discloses the condition giving rise to any such objection. With respect to any objections to title set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser on or before the Title Objection Deadline. If Seller elects to attempt to cure any such matters, Seller shall have the right, at its election, to extend the date for Closing by a reasonable additional time to affect such a cure, but in no event shall the Closing be extended for more than fifteen (15) days unless Purchaser agrees in writing to a longer period.

Notwithstanding the foregoing, Purchaser may not object to any VCUP Covenant, unless such VCUP Covenant imposes restrictions upon activities at the Property or uses that may be made of the Property in addition to (i) the prohibition of any groundwater use at the Property, (ii) the prohibition of development of enclosed improvements intended for occupancy on that portion of the Property in the approximate location depicted and labeled as 'Groundwater Restricted Area' on the map attached hereto as Exhibit D, and (iii) the prohibition of development of improvements for residential uses on that portion of the Property in the approximate location depicted and labeled as 'Proposed Restricted Use Area' on the map attached hereto as Exhibit D without the installation of a physical "cap" over such area.

2.6 Seller's Covenant Not to Encumber. Seller agrees that, between the Effective Date and the Closing Date, except for execution and recordation of the VCUP Covenant, Seller will not sell, assign, rent, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any part thereof or estate therein) in any manner that will survive Closing, except as approved in writing by Purchaser in Purchaser's reasonable discretion.

ARTICLE 3

INSPECTION PERIOD

3.1 Right of Inspection.

(a) Beginning on the Effective Date and continuing thereafter so long as this Agreement is not terminated, Purchaser shall have the right to make a physical inspection of the Property, and Purchaser, personally or through agents, employees or contractors, may go upon the Property during normal business hours or at other reasonable times approved by Seller to make boundary line or topographical surveys and to conduct such studies, tests, samplings, investigations and analyses of any and all aspects of the Property as Purchaser deems desirable, including, without limitation, engineering, environmental, soil, groundwater and other tests, samplings, investigations and studies of the Property; provided, however, that Purchaser shall not undertake any "Phase Two" environmental site assessment, nor any invasive testing or sampling (including, without limitation, removing, sampling or testing any soil, groundwater or any other substance at or from the

Property), without Seller's prior written consent, which may be granted or withheld in Seller's sole discretion.

(b) Prior to the Inspection Date, Purchaser shall obtain an appraisal of the Property that complies with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition and any other appraisal requirements or standards as required by any applicable laws, rules or regulations, including 49 C.F.R. §§24.101 – 24.108 (the "**Appraisal**") from a duly qualified appraiser that sets forth an opinion as to the fair market value of the Property.

(c) Except to the extent prohibited by applicable law, Purchaser shall indemnify, hold harmless and defend Seller and its members, and their respective officers, directors, employees, partners and shareholders (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages, penalties, fines, judgments, suits and expenses (including attorneys' fees and expenses, consultant fees, expert fees, and court costs incurred in defending any such claim or in enforcing this indemnity) of whatsoever nature (individually, a "**Claim**"; and collectively, "**Claims**") that may be incurred by Seller or any of the other Indemnified Parties and arising out of or in connection with the acts or omissions of Purchaser or its agents, representatives, contractors or consultants, or any of them, including but not limited to personal injury or death of persons, loss, destruction or damage to property, or liens or claims of lien filed against the Property. This Section 3.1(c) shall survive Closing or any termination of this Agreement.

3.2 **Right of Termination.** Seller agrees that in the event Purchaser determines, in Purchaser's sole discretion, for any reason or no reason, that it does not wish to acquire the Property, then Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller on or before the date that is one hundred twenty (120) days after the Effective Date (the "**Inspection Date**"). Upon any such termination of this Agreement pursuant to Purchaser's rights under this Section 3.2, the Earnest Money shall be promptly returned to Purchaser in accordance with Section 1.6 hereof, and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Purchaser fails to give Seller timely notice of termination on or before the Inspection Date, then Purchaser shall no longer have the right to terminate this Agreement under this Section 3.2 and, subject to any contrary provisions of this Agreement, shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement.

ARTICLE 4

CLOSING

4.1 **Time and Place.** Unless extended under other provisions of this Agreement, the consummation of the transaction contemplated hereby (the "**Closing**") shall be held at the office of Escrow Agent in metropolitan Atlanta, Georgia on or before the date that is thirty (30) days after the Inspection Date. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3. The Closing may be held at such other place or such earlier time and date as Seller and Purchaser shall mutually approve in writing. The date on which the Closing is scheduled to occur hereunder (or, if earlier, the date on which Closing occurs) is referred to herein as the "**Closing Date**". The parties will endeavor to "pre-close" on the business day prior to the Closing Date, so as to allow the wire transfers of the Purchase Price to occur at the opening of business on the Closing Date or as promptly thereafter as practical.

4.2 **Seller's Obligations at Closing.** At Closing, Seller shall:

(a) deliver to Purchaser its duly executed statutory warranty deed (the "Deed") in recordable form, conveying the Property, subject to the Permitted Exceptions, such deed to be in the form attached hereto as Exhibit C;

(b) deliver to the Title Company such evidence as the Title Company may reasonably require as to the authority of Seller to consummate the Closing, and the authority of the person or persons executing documents on behalf of Seller;

(c) deliver to Purchaser an affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended;

(d) deliver to Purchaser such documents as may be required by applicable law to determine whether, and how much, income tax should be withheld from the proceeds of the sale of the Property and submitted to the Alabama Department of Revenue, pursuant to Section 40-18-86 of the Code of Alabama (1975);

(e) deliver to the Title Company a title insurance certificate, duly executed on behalf of Seller, in form and content reasonably satisfactory to Seller and the Title Company, for the purpose of permitting the Title Company to issue the Title Policy at Closing without exception for mechanics' or materialmen's liens for work performed by or on behalf of Seller, or exception for parties in possession of the Property under unrecorded leases;

(f) deliver to Purchaser possession of the Property, subject to the Permitted Exceptions; and

(g) deliver such additional documents as shall be reasonably requested by the Title Company or required to consummate the transaction contemplated by this Agreement; provided, however, that in no event shall Seller be required to indemnify the Title Company, Purchaser, or any other party pursuant to any such documents, or undertake any other material liability not expressly contemplated in this Agreement, unless Seller elects to do so in its sole discretion.

Seller may satisfy its foregoing obligations for deliveries to Purchaser by delivering such items to the Escrow Agent with instructions to release the same to Purchaser upon the Closing.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

(a) deliver to Seller the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, prior to 2:00 p.m. (Atlanta, Georgia local time) on the Closing Date, in immediately available federal funds wire transferred to Escrow Agent's Account pursuant to Section 1.5 above, it being agreed that at Closing the Earnest Money shall be applied towards payment of the Purchase Price;

(b) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of Purchaser to consummate the Closing, and the authority of the person or persons executing documents on behalf of Purchaser; and

(c) deliver such additional documents as shall be reasonably requested by the Title Company or required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Purchaser be required to undertake any other material liability not expressly contemplated in this Agreement, unless Purchaser elects to do so in its sole discretion.

Purchaser may satisfy its foregoing obligations for deliveries to Seller by delivering such items to the Escrow Agent with instructions to release the same to Seller upon the Closing.

4.4 **Credits and Prorations.**

(a) All expenses in connection with the operation of the Property shall be apportioned, as of 11:59 P.M. (Atlanta, Georgia local time) on the day prior to the Closing Date, as if Purchaser were vested with title to the Property during the entire Closing Date, such that, except as expressly provided to the contrary in this Agreement, Seller shall have the burden of expenses for the day preceding the Closing Date (and all periods prior to Closing) and Purchaser shall have the burden of expenses for the Closing Date and thereafter. Item (1) below will be prorated at Closing utilizing the information known at that time and a post-closing "true-up" shall take place within thirty (30) days of the availability of tax bills for the year of Closing to adjust said prorations, if necessary, and item (2) below will actually be prorated at Closing. Such prorated items shall include, without limitation, the following:

(1) ad valorem taxes and assessments levied against the Property for the tax year of the year of Closing;

(2) any gas, electricity, water and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing or the most recent utility bill received by Seller, as applicable; and

(3) any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller of vacant land in the area in which the Property is located.

(b) Notwithstanding anything contained in the foregoing provisions:

Any ad valorem taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid for the current tax year. If all taxes and assessments for the current tax year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing and, after Closing, Purchaser shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current tax year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing.

(c) The provisions of this Section 4.4 shall survive Closing.

4.5 **Closing Costs.** Seller shall pay (a) the fees of any counsel representing it in connection with this transaction, (b) one-half (½) of any escrow fee which may be charged by Escrow Agent or Title Company, (c) the costs of curing all title objections for which Seller is responsible under this Agreement, and (d) any costs that may be incurred by Seller to obtain the release of the Property from the Mortgage, the termination of the Loan Documents and the release of Seller from the Secured Obligations; (e) Seller's costs to pursue and obtain VCUP Completion, including fees and expenses charged by Terracon (as hereinafter defined). Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction, (ii) one-half (½) of any escrow fees charged by the Escrow Agent or Title Company, (iii) all applicable transfer taxes, documentary stamp taxes and similar charges relating to the transfer of the Property, (iv) the fees for recording the Deed, (v) the premium for the Title Policy in the amount of the

Purchase Price, and the premiums for any lender's policy or title insurance endorsements, (vi) the costs of any financing obtained by Purchaser, (vii) the cost of Purchaser's inspections of the Property, (viii) the cost of the Survey and any updates or revisions thereto, including revisions necessary so that the Survey complies with Purchaser's lender's requirements, and (ix) all fees, costs and expenses incurred in connection with the Appraisal. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

4.6 Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing (or such earlier time as otherwise required hereby) of all of the following conditions, any or all of which may be waived by Purchaser in its sole discretion:

(a) Seller shall have delivered to Purchaser at Closing all of the material items required to be delivered to Purchaser by Seller at Closing pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.2;

(b) All of the representations and warranties of Seller set forth in Section 5.1 of this Agreement shall be true and correct in all material respects as of the date of Closing (with appropriate modifications permitted under this Agreement or not adverse to Purchaser);

(c) Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing;

(d) If Purchaser obtains the Appraisal prior to the Inspection Date, such Appraisal shall set forth an opinion that the fair market value of the Property is equal to, or greater than, Seven Million Five Hundred Thousand and No/100 U.S. Dollars (\$7,500,000.00);

(e) The Property shall have been released from the Mortgage and all existing liens (as described in paragraph 2.3(d)), all of the Loan Documents shall have been terminated, and Seller shall have been released from all Secured Obligations (as such term is defined in the Mortgage), and subject to the consummation of the Closing, the payment of all applicable premiums, and the satisfaction of all other requirements in the Title Commitment, the Title Company shall be committed to issue an owner's title insurance policy to Purchaser without exception for the Mortgage;

(f) Seller shall have achieved VCUP Completion (as hereinafter defined); and

(g) All other conditions precedent to Purchaser's obligation to consummate the transaction hereunder (if any) which are expressly set forth in this Agreement shall have been satisfied on or before the date of Closing.

In the event any of the foregoing conditions has not been satisfied by the Closing Date, and the failure of such condition would cause a diminution in the value of the Property in excess of \$25,000.00, Purchaser shall have the right to terminate this Agreement by written notice given to Seller on the Closing Date, whereupon Escrow Agent shall promptly refund the Earnest Money to Purchaser and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive the termination of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with Article 6.

4.7 Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

(a) Seller shall have received the Purchase Price as adjusted pursuant to and payable in the manner provided for in this Agreement;

(b) Purchaser shall have delivered to Seller at Closing all of the material items required to be delivered to Seller by Purchaser or Purchaser's agents pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.3;

(c) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the date of Closing (with appropriate modifications permitted under this Agreement);

(d) Purchaser shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Purchaser as of the date of Closing;

(e) Seller shall have achieved VCUP Completion (as hereinafter defined);

(f) The Property shall have been released from the Mortgage, all of the Loan Documents shall have been terminated, and Seller shall have been released from all Secured Obligations (as such term is defined in the Mortgage); and

(g) All other conditions precedent to Seller's obligation to consummate the transaction hereunder (if any) which are expressly set forth in this Agreement shall have been satisfied on or before the date of Closing.

In the event any of the foregoing conditions has not been satisfied by the Closing Date, Seller shall have the right to terminate this Agreement by written notice given to Purchaser on the Closing Date, whereupon Escrow Agent shall promptly refund the Earnest Money to Purchaser and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive a termination of this Agreement; provided, however, if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with Article 6.

4.8 **ADEM Voluntary Cleanup Program.**

(a) **General.** Purchaser acknowledges that (i) Seller has delivered to Purchaser for its review the documents described on Schedule 2 attached hereto and incorporated herein by this reference (the "**Environmental Documents**"), which describe (among other things) certain soil and groundwater conditions at the Property; (ii) the Property is the subject of that Application for Voluntary Cleanup Program dated January 24, 2007, prepared by MACTEC Engineering and Consulting, Inc., under MACTEC Project No. 6325-06-0097, for Colonial Properties Trust, and submitted to the Alabama Department of Environmental Management ("**ADEM**"), a copy of which is included with the Environmental Documents along with a copy of ADEM's approval thereof; (iii) the purpose of such application was to obtain ADEM's acceptance of the Property into the Voluntary Cleanup Program ("**VCUP**") contemplated in Section 335-15-1, *et seq.*, of the Alabama Department of Environmental Management Administrative Code (the "**Administrative Code**"); and (iv) Seller would not be willing to sell the Property to Purchaser without the satisfaction of all requirements in the Administrative Code to obtain, through ADEM's issuance of a "letter of concurrence" or otherwise, the full extent of the liability protections afforded by VCUP pursuant to Section 22-30E-9(a) of the Code of Alabama (1975) ("**VCUP Completion**").

(b) **VCUP Covenant.** Seller has engaged Terracon Consultants, Inc. ("**Terracon**") as its environmental consultant to facilitate Seller's pursuit of VCUP Completion. Terracon's efforts may include,

without limitation, performing additional environmental investigations at the Property, preparing a plan for any remediation work necessary to achieve VCUP Completion, overseeing any such remediation work, and managing correspondence with ADEM in the pursuit of VCUP Completion. Seller will keep Purchaser reasonably informed of all matters related to the status of VCUP Completion, and at Purchaser's request, Seller will arrange for conference calls or meetings among Seller, Purchaser and Terracon for such purposes. Seller has directed Terracon to prepare a site assessment and plan with respect to the Property for submission to ADEM, which will propose for ADEM's approval a plan for achieving VCUP Completion (the "**VCUP Plan**"). Following such submittal, Seller agrees to provide a copy of such document to Purchaser. Seller anticipates that the VCUP Plan will propose that title to the Property be subjected to a recorded restrictive covenant (the "**VCUP Covenant**") that would impose certain activity and use limitations on the Property. If the VCUP Plan is approved by ADEM, Seller agrees to use commercially reasonable efforts to achieve VCUP Completion; provided, however, that Seller shall have no obligation to (i) perform (or cause to be performed) any additional excavation or other remediation work at the Property, (ii) incur any additional costs or expenses to achieve VCUP Completion beyond ordinary fees and expenses imposed by ADEM for participation in the VCUP program, nor (iii) file any legal action or proceeding to bring about VCUP Completion.

(c) **Closing Extension.** If VCUP Completion has not been achieved by the date that is five (5) business days prior to the Closing Date set forth above in Section 4.1, Seller may extend the date for Closing up to ninety (90) days by providing written notice of such extension to Purchaser prior to the Closing.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Purchaser as of the Effective Date. Such representations and warranties are subject to (i) the Permitted Exceptions and (ii) all other applicable provisions of this Agreement, including without limitation Article 9. In addition, each individual representation and warranty is qualified to the extent of any applicable information or exception which is otherwise disclosed in another representation or warranty of Seller herein.

(a) **Organization and Authority.** Seller has been duly organized and is validly existing and in good standing as a limited liability company under the laws of the State of Alabama. Seller has the full right and authority to enter into this Agreement and to transfer the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf Seller is authorized to do so. Neither the execution and delivery of this Agreement, nor any other documents executed and delivered, or to be executed and delivered, by Seller in connection with the transactions described herein, will violate any provision of Seller's organizational documents or of any agreements, regulations, or laws to or by which Seller is bound. This Agreement has been, and each document to be executed and delivered by Seller at Closing shall have been as of Closing, duly authorized, executed and delivered by Seller, and is or shall be a valid and binding obligation of Seller and is or shall be enforceable against Seller in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

(b) **Consents.** Seller has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation by which Seller or the Property is bound.

(c) **Pending Actions.** To Seller's knowledge, Seller has not received written notice of any action, suit, violation, arbitration, administrative or judicial proceeding, or unsatisfied order or judgment against Seller which pertains directly to the Property or the transaction contemplated by this Agreement, which in either case, if adversely determined, would have a material adverse effect on the use, operation or value of the Property.

5.2 **Knowledge Defined.** References to the "knowledge" of Seller shall refer only to the actual knowledge, without investigation or inquiry, on the Effective Date of the Designated Representative (as hereinafter defined) of Seller, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any broker, or to any other officer, agent, manager, representative or employee of Seller or any affiliate of Seller, or to impose upon such Designated Representative any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. As used herein, the term "**Designated Representative**" shall refer to the following person: Albert M. Campbell III, Executive Vice President and Chief Financial Officer. There shall be no personal liability on the part of the individual named above arising out of any representations or warranties made herein or otherwise and Purchaser waives all such claims which Purchaser now has or may later acquire against them in connection with the transactions contemplated in this Agreement.

5.3 **Survival of Seller's Representations and Warranties.** The representations and warranties of Seller set forth in Section 5.1, shall survive Closing for a period of ninety (90) days after Closing.

5.4 **Representations and Warranties of Purchaser.** Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date:

(a) **Organization and Authority.** Purchaser has been duly organized and is validly existing as a political subdivision under the laws of the State of Alabama. Purchaser has the full right and authority to enter into this Agreement and to purchase the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Purchaser is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Purchaser in connection with the transactions described herein, will violate any provision of Purchaser's charter or organizational laws or of any agreements, regulations, or laws to or by which Purchaser is bound. This Agreement has been duly authorized, executed and delivered by Purchaser, is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

(b) **Consents.** Purchaser has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation by which Purchaser is bound.

(c) **Pending Actions.** To Purchaser's knowledge, there is no action, suit, arbitration, administrative or judicial administrative proceeding, or unsatisfied order or judgment pending or threatened against Purchaser which, if adversely determined, could individually or in the aggregate have a material adverse effect on Purchaser's ability to consummate the transaction contemplated herein.

5.5 **Survival of Purchaser's Representations and Warranties.** The representations and warranties of Purchaser set forth in Section 5.4 shall survive Closing for a period of ninety (90) days after Closing.

ARTICLE 6

DEFAULT

6.1 **Default by Purchaser.** If the sale of the Property as contemplated hereunder is not consummated due to Purchaser's default hereunder, then Seller shall be entitled, as its sole and exclusive remedy for such default, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Earnest Money is intended not as a penalty, but as full liquidated damages. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages. This Section 6.1 is subject to Section 6.4 hereof.

6.2 **Default by Seller.** If Seller fails to perform any material obligation of Seller pursuant to the terms of this Agreement, then Purchaser shall be entitled, as its sole and exclusive remedy for such default, to either (a) receive the return of the Earnest Money, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder; or (b) bring an action against Seller for specific performance of this Agreement, so long as such action is filed within ninety (90) days of Seller's alleged breach. Purchaser expressly waives its rights to seek damages in the event of Seller's default hereunder. This Section 6.2 is subject to Section 6.4 hereof. Notwithstanding anything to the contrary herein, the remedy described in clause (a) above shall be Purchaser's sole and exclusive remedy for (i) Seller's failure to pursue or obtain the release of the Property from the Mortgage, the termination of the Loan Documents or Seller's release from all Secured Obligations pursuant to Section 2.3(d) above, and (ii) Seller's failure to use commercially reasonable efforts to obtain VCUP Completion pursuant to Section 4.8(b) above.

6.3 **Notice of Default; Opportunity to Cure.** Neither Seller nor Purchaser shall be deemed to be in default hereunder until and unless such party has been given written notice of its failure to comply with the terms hereof and thereafter does not cure such failure within five (5) business days after receipt of such notice; provided, however, that this Section 6.3 shall not (i) apply to Purchaser's failure to deliver the Earnest Money or any portion thereof on the dates required hereunder or to either party's failure to make any deliveries required of such party on the Closing Date, or, accordingly, (ii) have the effect of extending the Closing Date or the due date of any Earnest Money deposit hereunder.

6.4 **Recoverable Damages.** Notwithstanding Sections 6.1 and 6.2 hereof, in no event shall the provisions of Sections 6.1 and 6.2 limit (a) either Purchaser's or Seller's obligation to indemnify the other party, or the damages recoverable by the indemnified party against the indemnifying party due to, a party's express obligation to indemnify the other party in accordance the terms of this Agreement, or (ii) either Purchaser's or Seller's obligation to pay costs, fees or expenses under Section 4.4 or 4.5 hereof, or the damages recoverable by either party against the other party due to a party's failure to pay such costs. In addition, if this Agreement terminates for any reason, other than a default by Seller hereunder, and Purchaser or any party related to or affiliated with Purchaser asserts any claim or right to the Property that would otherwise delay or prevent Seller from having clear, indefeasible, and marketable title to the Property, then

Seller shall have all rights and remedies available at law or in equity with respect to such assertion by Purchaser and any loss, damage or other consequence suffered by Seller as a result of such assertion.

ARTICLE 7

CONDEMNATION

If prior to the Closing any part of the Property is subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, where such taking or sale in lieu would permanently and materially impair Purchaser's ability to develop the Property for Purchaser's intended use as a public park with a boat ramp, parking and other outdoor recreational facilities, Purchaser may elect to terminate this Agreement by giving Seller notice to such effect within five (5) business days after receipt of notice of such occurrence, and the parties hereto shall be relieved and released of and from any and all further liability hereunder, and the Earnest Money shall forthwith be returned to Purchaser, whereupon this Agreement shall terminate, and the parties hereto shall have no further rights or obligations hereunder, except for any right or obligation under any paragraph hereof which by its terms survives any termination hereof. If Purchaser does not elect so to cancel, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any property taken by eminent domain or condemnation, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer and set over unto Purchaser all of Seller's right, title and interest in and to any awards paid or payable for such taking.

ARTICLE 8

COMMISSIONS

8.1 **Brokers' Commissions.** The parties acknowledge that Ashurst & Niemeyer, L.L.C. ("**Broker**") has been retained by and represents Seller as broker in connection with the sale of the Property by Seller to Purchaser. Seller agrees that Seller shall pay to each Broker upon, but only upon, final consummation of the transaction contemplated herein, a real estate brokerage commission pursuant to a separate written agreement between Seller and Broker.

8.2 **Representation and Indemnity.** Each of Purchaser and Seller hereby represents and warrants to the other that it has not disclosed this Agreement or the subject matter hereof to, and has not otherwise dealt with, any real estate broker (other than Broker), agent or salesman so as to create any legal right or claim in any such broker, agent or salesman for a real estate commission or similar fee or compensation with respect to the negotiation and/or consummation of this Agreement or the conveyance of the Property by Seller to Purchaser. Purchaser and Seller shall indemnify, hold harmless and defend each other from and against any and all claims and demands for a real estate brokerage commission or similar fee or compensation arising out of any claimed dealings with the indemnifying party and relating to this Agreement or the purchase and sale of the Property (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity).

8.3 **Survival.** This Article 8 shall survive the rescission, cancellation, termination or consummation of this Agreement.

ARTICLE 9

DISCLAIMERS, WAIVERS AND INDEMNITY

9.1 No Reliance on Documents. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5.1 HEREOF, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT (A) THE ENVIRONMENTAL DOCUMENTS, ANY ENVIRONMENTAL OR OTHER REPORT WITH RESPECT TO THE PROPERTY WHICH IS DELIVERED BY SELLER TO PURCHASER SHALL BE FOR GENERAL INFORMATIONAL PURPOSES ONLY, (B) PURCHASER SHALL NOT HAVE ANY RIGHT TO RELY ON ANY SUCH REPORT DELIVERED BY SELLER TO PURCHASER, BUT RATHER WILL RELY ON ITS OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND ANY REPORTS COMMISSIONED BY PURCHASER WITH RESPECT THERETO, AND (C) NEITHER SELLER, ANY AFFILIATE OF SELLER NOR THE PERSON OR ENTITY WHICH PREPARED ANY SUCH REPORT DELIVERED BY SELLER TO PURCHASER SHALL HAVE ANY LIABILITY TO PURCHASER FOR ANY INACCURACY IN OR OMISSION FROM ANY SUCH REPORT.

9.2 Disclaimers. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 5.1 HEREOF, PURCHASER UNDERSTANDS AND AGREES THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S LIMITED OR SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, THE ABSENCE OR PRESENCE OF HAZARDOUS MATERIALS OR OTHER TOXIC SUBSTANCES, COMPLIANCE WITH ENVIRONMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL OR ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S AND ITS MEMBERS' RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT OR UNDER ANY ENVIRONMENTAL LAW), LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES (WHETHER BASED ON STRICT LIABILITY OR OTHERWISE), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S AND ITS MEMBERS' RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. THE FOREGOING SHALL NOT BE INTERPRETED TO WAIVE ANY CLAIM OF PURCHASER WITH RESPECT TO ANY BREACH BY SELLER OF ANY EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 5.1 THAT EXPRESSLY SURVIVE CLOSING PURSUANT TO SECTION 5.3.

PURCHASER AGREES THAT SHOULD ANY INVESTIGATION, CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON OR RELATED TO THE PROPERTY BE REQUIRED AFTER THE DATE OF CLOSING, SELLER SHALL HAVE NO LIABILITY TO PURCHASER TO PERFORM OR PAY FOR SUCH INVESTIGATION, CLEAN-UP, REMOVAL OR REMEDIATION, AND PURCHASER EXPRESSLY WAIVES AND RELEASES ANY CLAIM TO THE CONTRARY. THE FOREGOING SHALL NOT BE INTERPRETED TO WAIVE ANY CLAIM OF PURCHASER WITH RESPECT TO ANY BREACH BY SELLER OF ANY EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 5.1 THAT EXPRESSLY SURVIVE CLOSING PURSUANT TO SECTION 5.3.

PURCHASER REPRESENTS AND WARRANTS THAT THE TERMS OF THE RELEASE CONTAINED HEREIN AND ITS CONSEQUENCES HAVE BEEN COMPLETELY READ AND UNDERSTOOD BY PURCHASER, AND PURCHASER HAS HAD THE OPPORTUNITY TO CONSULT WITH, AND HAS CONSULTED WITH, LEGAL COUNSEL OF PURCHASER'S CHOICE WITH REGARD TO THE TERMS OF THIS RELEASE. PURCHASER ACKNOWLEDGES AND WARRANTS THAT PURCHASER'S EXECUTION OF THIS RELEASE IS FREE AND VOLUNTARY.

9.3 **Environmental Indemnity.** At its sole cost and expense, from and after the Closing, Purchaser shall indemnify, protect, hold harmless and defend the Indemnified Parties, with counsel selected by Seller, from and against any and all Claims, which may at any time be imposed upon, incurred, suffered by, or asserted or awarded against, any of the Indemnified Parties directly or indirectly relating to or arising from any future Environmental Activity or Condition (as hereinafter defined) affecting all or any portion of the Property.

As used herein, the following terms shall have the corresponding meanings set forth below:

“Environmental Activity or Condition” means the presence, use, generation, manufacture, production, processing, storage, release, threatened release, discharge, disposal, treatment or transportation of any Hazardous Material on, onto, in (or within), under, over or from the Property, or within any improvement on the Property, or the violation of any Environmental Law because of the condition of, or any activity on, the Property.

“Environmental Law” means any applicable federal, state or local law, statute, ordinance, regulation, rule, court order or decree, or administrative order relating to the environment, or protection of public health from any pollutant, contaminant, or hazardous or toxic material, substance, waste or irritant, in effect from time to time, including (without limitation) (a) the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 *et seq.*), (b) the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 *et seq.*), (c) the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9601 *et seq.*), (d) the Federal Clean Air Act, as amended (42 U.S.C. §7401 *et seq.*), (e) the Federal, Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §136 *et seq.*), (f) the Toxic Substances Control Act, as amended (15 U.S.C. §2601 *et seq.*), and (g) all regulations and legally binding guidelines promulgated pursuant to all of the foregoing, as the same may be amended from time to time.

“Hazardous Material” means any petroleum or petroleum product, and any hazardous or toxic material, substance, pollutant, allergen, irritant, mold, fungus, bacteria, contaminant, waste, any of which are (a) defined by or regulated as such under any Environmental Law, or (b) determined by any final court ruling or order to be hazardous or toxic.

9.4 **Effect and Survival of Disclaimers.** Seller and Purchaser acknowledge that the provisions of this Article 9 are an integral part of the transactions contemplated in this Agreement and a material inducement to Seller to enter into this Agreement and that Seller would not enter into this Agreement but for the provisions of this Article 9. Seller and Purchaser agree that Sections 9.1 and 9.2 above shall survive the Closing or any termination of this Agreement, and Section 9.3 above shall survive the Closing.

ARTICLE 10

ESCROW AGENT

10.1 **Investment of Earnest Money.** Escrow Agent shall deposit the Earnest Money in an interest bearing account at a commercial bank whose deposits are insured by the FDIC, and the interest on the Earnest Money deposit will be deemed part of the Earnest Money. Escrow Agent shall promptly advise Seller and Purchaser of the investment of the Earnest Money. However, Escrow Agent shall invest the Earnest Money only in such accounts as will allow Escrow Agent to disburse the Earnest Money upon no more than one (1) business days' notice and with no penalty or premium for early withdrawal. Notwithstanding the foregoing, Escrow Agent shall only be obligated to invest the Earnest Money upon receipt of a completed and signed W-9 form on behalf of Purchaser.

10.2 **Payment at Closing.** If the Closing takes place under this Agreement, unless jointly directed otherwise by Seller and Purchaser, Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Seller on the Closing Date.

10.3 **Payment on Demand.** Upon receipt of any written certification from Seller or Purchaser claiming the Earnest Money pursuant to the provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other such party (i.e., Purchaser or Seller, whichever did not claim the Earnest Money pursuant to such notice) and, unless such other party within five (5) days thereafter notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, in which case Escrow Agent shall retain the Earnest Money subject to Section 10.5 below, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

10.4 **Exculpation of Escrow Agent.** It is agreed that the duties of Escrow Agent are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or negligence, so long as Escrow Agent is acting in good faith. Seller and Purchaser do each hereby release Escrow Agent from any liability for any error of judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder and do each hereby indemnify Escrow Agent against, and agree to hold, save, and defend Escrow Agent harmless from, any costs, liabilities, and expenses incurred by Escrow Agent in serving as Escrow Agent hereunder and in faithfully discharging its duties and obligations hereunder.

10.5 **Stakeholder.** Escrow Agent is acting as a stakeholder only with respect to the Earnest Money. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or as to whom the Earnest Money is to be delivered, Escrow Agent may refuse to make any delivery and may continue to hold the Earnest Money until receipt by Escrow Agent of an authorization in writing, signed by Seller and Purchaser, directing the disposition of the Earnest Money, or, in the absence of such written authorization, until final determination of the rights of the parties in an appropriate judicial proceeding. If such written authorization is not given, or a proceeding for such determination is not begun, within thirty (30) days of notice to Escrow Agent of such dispute, Escrow Agent may bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money. Upon making delivery of the Earnest Money in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

10.6 **Interest.** All interest and other income earned on the Earnest Money deposited with Escrow Agent hereunder shall be reported for income tax purposes as earnings of Purchaser. Purchaser's taxpayer identification number is 63-6001408.

10.7 **Execution by Escrow Agent.** Escrow Agent has executed this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this Article 10. Escrow Agent's consent to any modification or amendment of this Agreement other than this Article 10 shall not be required. This Article 10 shall survive any termination of this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 **Confidentiality.** Except for any disclosure that may be required by law or applicable regulation to be made by Purchaser to any applicable governmental or quasi-governmental authorities or to

the public, Purchaser and its representatives shall hold in strictest confidence all data and information obtained with respect to the Property, Seller or Seller's business, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that Purchaser may disclose such data and information (i) as and to the extent required by applicable law, (ii) to the employees, consultants, accountants and attorneys of Purchaser provided that such persons are advised of the confidential nature of such data and information and instructed to maintain such confidentially, and (iii) to the extent reasonably required in connection with evaluating the Property, to governmental officials in order to evaluate the Property's compliance with zoning, building and other applicable codes, laws and regulations as expressly permitted herein. In the event this Agreement is terminated or Purchaser fails to perform hereunder, Purchaser shall promptly return to Seller any statements, documents, schedules, exhibits or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein. In the event of a breach or threatened breach by Purchaser or its agents or representatives of this Section 11.1, Seller shall be entitled to an injunction restraining Purchaser or its agents or representatives from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. This Section 11.1 shall survive Closing or any termination of this Agreement.

11.2 **Public Disclosure.** Prior to Closing, any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Purchaser and Seller except for any disclosure that may be required by law or applicable regulation to be made by Seller to any applicable governmental or quasi-governmental authorities or to the public. Following Closing, Seller may make such disclosures with respect to the transaction as are consistent with Seller's customary disclosures in quarterly earnings releases, press releases and supplemental financial disclosures; however no such releases or disclosures to the general public in writing shall include the name of the purchaser of the Property. Notwithstanding any terms or conditions in this Agreement to the contrary this Section 11.2 shall survive the Closing.

11.3 **Assignment.** Purchaser and Seller may not assign their rights under this Agreement without first obtaining written approval from the non-assigning party, which approval may be given or withheld in the non-assigning party's sole discretion. No transfer or assignment shall release or relieve Purchaser or Seller of their obligations hereunder.

11.4 **Notices.** Any notice, request or other communication (a "**notice**") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel.

If to Seller:

Forty Seven Canal Place, LLC
4401 Northside Parkway, Suite 600
Dallas, TX 75001
Attention: Ms. Elizabeth Long

with a copy to:

Forty Seven Canal Place, LLC
4401 Northside Parkway, Suite 800
Atlanta, Georgia 30327-3057
Attention: Trey McGowan, Esq.

If to Purchaser:

Baldwin County Commission
Attn: Mr. Ron Cink
322 Courthouse Square
Bay Minette, AL 36507

with a copy to:

J. Bradford Boyd Hicks, Esq.
Stone Crosby PC
8820 US Highway 90
Daphne, AL 36526

If to Escrow Agent:

Fidelity National Title Insurance Company
c/o Fidelity National Title Group
National Commercial Services - Atlanta
5565 Glenridge Connector, Suite 300
Atlanta, Georgia 30342
Attention: Ms. Linda Hart

11.5 **Modifications.** This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

11.6 **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Baldwin County, Alabama local time.

11.7 **Successors and Assigns.** Subject to Section 11.3 hereof, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

11.8 **Entire Agreement.** This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

11.9 **Further Assurances.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any review or diligence materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section 11.9 shall survive Closing.

11.10 **Counterparts.** This Agreement may be executed in identical counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

11.11 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

11.12 **Applicable Law.** This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state and judicial district in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state and judicial district in which the Property is located. Purchaser and Seller agree that the provisions of this Section 11.12 shall survive the Closing of the transaction contemplated by this Agreement.

11.13 **No Third Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

11.14 **Exhibits and Schedules.** The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

<u>Exhibit A</u>	-	Legal Description of the Land
<u>Exhibit B</u>	-	Permitted Exceptions
<u>Exhibit C</u>	-	Form of Statutory Warranty Deed
<u>Schedule 1</u>	-	Description of Loan Documents
<u>Schedule 2</u>	-	List of Environmental Documents

11.15 **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

11.16 **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

11.17 **Termination of Agreement.** It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

11.18 **Survival.** Those provisions of this Agreement that by their terms expressly survive the Closing shall survive Closing and shall not be merged into the execution and delivery of the Deed and other documents to be executed and delivered by Seller at Closing (the "**Obligations Surviving Closing**"). Except for the Obligations Surviving Closing, all representations, warranties, covenants and agreements contained in this Agreement shall be merged into the instruments and documents executed and delivered at Closing.

11.19 **Time of Essence.** Time is of the essence with respect to this Agreement.

11.20 **Covenant Not to Record.** Purchaser shall not record this Agreement or any memorandum or other evidence thereof. Any such recording shall constitute a material default hereunder.

11.21 **Limitation of Seller's Liability.** Purchaser shall have no recourse against any of the past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, agents, affiliates or representatives of Seller or its members or of any of the assets or property of any of the foregoing for the payment or collection of any amount, judgment, judicial process, arbitral award, fee or cost or for any other obligation or claim arising out of or based upon this Agreement and requiring the payment of money by Seller. This Section 11.21 shall survive the Closing.

11.22 **JURY WAIVER.** IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY SELLER OR PURCHASER UNDER OR WITH RESPECT TO THIS AGREEMENT, SELLER AND PURCHASER EACH WAIVE ANY RIGHT IT MAY HAVE TO TRIAL BY JURY.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.


SELLER:

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

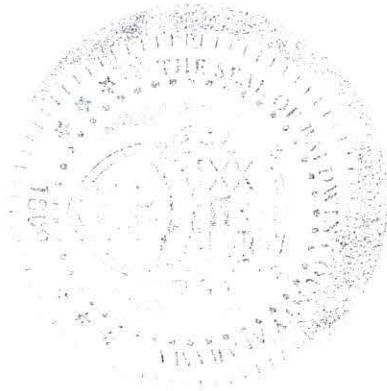
By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: 
Name: DAVID WARD
Title: EVP

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

This is a signature page to, and may be attached to a master counterpart of, the Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

Fidelity National Title Insurance Company, as Escrow Agent, is a party to such Purchase and Sale Agreement for the limited purposes set forth therein.



PURCHASER:

BALDWIN COUNTY, ALABAMA, by and through the
BALDWIN COUNTY COMMISSION, a political
subdivision of the State of Alabama

By: *Frank Burt Jr.*
Name: *Frank Burt Jr.*
Title: *Chairman*

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

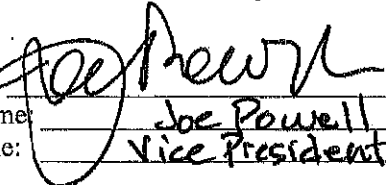
This is a signature page to, and may be attached to a master counterpart of, the Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

Fidelity National Title Insurance Company, as Escrow Agent, is a party to such Purchase and Sale Agreement for the limited purposes set forth therein.

Escrow Agent has executed this Agreement for the limited purposes set forth herein.

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY, a Florida corporation

By: 
Name: Joe Powell
Title: Vice President

This is a signature page to, and may be attached to a master counterpart of, the Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

Fidelity National Title Insurance Company, as Escrow Agent, is a party to such Purchase and Sale Agreement for the limited purposes set forth therein.

EXHIBIT A

LAND DESCRIPTION

Commence at a 2 inch iron pipe at the Northeast corner of Section 2, Township 9 South, Range 4 East, Baldwin County, Alabama; thence South 00°04'06" West for a distance of 601.91 feet to an iron rod on the Southerly right of way line of the Foley Beach Expressway marked "PLS 10675" for the POINT OF BEGINNING.

From said POINT OF BEGINNING run South 00°03'56" West for a distance of 350.29 feet to an iron rod on the northerly line of the Gulf Intracoastal Waterway marked "G.H. GILLEON 21774-LS"; thence run South 39°18'06" West along said northerly line for a distance of 1113.20 feet; thence South 70°18'06" West along said northerly line for a distance of 661.43 feet to a point on the west line of the East One-Half of the Northeast Quarter of said Section 2, said point also being South 00°04'37" West a distance of 30.00 feet from an iron rod marked "G.H. GILLEON 21774-LS"; thence run North 00°04'37" East along said west line for a distance of 2000.02 feet to an iron rod marked "G.H. GILLEON 21774-LS" on the south right of way line of Brown Lane; thence run North 89°38'58" East along said south right of way line for a distance of 393.63 feet to an iron rod marked "G.H. GILLEON 21774-LS"; thence run South 89°14'47" East along said south right of way line for 207.45 feet to an iron rod marked "G.H. GILLEON 21774-LS"; thence run Southeasterly along said south right of way line and along a curve to the right (having a radius of 300.00 feet and an internal angle of 48°37'00") for 254.56 feet to an iron rod marked "G.H. GILLEON 21774-LS"; thence run South 40°37'47" East along said south right of way line for 469.20 feet to an iron rod marked "G.H. GILLEON 21774-LS"; thence run North 49°22'13" East along said south right of way line for 80.00 feet to an iron rod marked "G.H. GILLEON 21774-LS"; on the south right of way line of the Foley Beach Expressway; thence run South 40°37'47" East along said south right of way line for a distance of 206.10 feet back to the POINT OF BEGINNING.

Said parcel of land is part of the East Half of the Northeast Quarter of Section 2, Township 9 South, Range 4 East, Baldwin County, Alabama and is part of the real property of S.J. Brown as recorded in Real Property Book 314, Pages 1231-1232 in the Office of Probate Court, Baldwin County, State of Alabama.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year of Closing, and subsequent years, which are not yet due and payable.
2. All matters that would be disclosed by a current and accurate survey and inspection of the property.
3. All matters of record.
4. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.
5. Rights of upstream and downstream riparian owners with respect to any body of water that may lie adjacent to, or traverse through, the property.
6. All rights of the United States of America, the State of Alabama, the City of Orange Beach or the County of Baldwin pertaining to any body of water that may lie adjacent to, or traverse through, the property.

EXHIBIT C

FORM OF STATUTORY WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

SEND TAX NOTICE TO:

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this ____ day of _____, 201__, by FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Grantor"), in favor of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Baldwin County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all improvements and appurtenances thereto belonging or in anywise appertaining, including all right, title and interest of Grantor in and to any streets, alleys or rights-of-way (whether open, closed or proposed) within or adjacent to the Property; and any easements, covenants, agreements, rights, privileges, tenements, mineral rights, oil and gas rights, water rights, subsurface rights, hereditaments and appurtenances now or hereafter appurtenant to the Property, but only to the extent appurtenant to only the Property, and not any other property of Grantor.

The Property is conveyed subject to those matters (collectively, the "Permitted Exceptions") described in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.

[*Signature page follows*]

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the ____ day of _____, 201__, to be effective as of the day and year first above written.

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Mid-America Apartment Communities, Inc., a Tennessee corporation, the general partner of Mid-America Apartments, L.P., a Tennessee limited partnership, the Manager of CPSI, LLC, an Alabama limited liability company, the manager of Forty Seven Canal Place, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the aforesaid corporation.

Given under my hand and official seal this the ____ day of _____,
201__.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT D



Schedule 1

Loan Documents

- (a) that certain Purchase Money Mortgage and Security Agreement dated as of October 4, 2005, between Borrower and Shirley Faye Brown [sic] and Warren Ted Brown, as personal representatives of the Estate of Shirley J. Brown, deceased, and TBF Company, Inc., a Florida corporation, recorded as Instrument Number 927765 in the Office of the Judge of Probate of Baldwin County, Alabama; as amended by that certain Modification of Purchase Money Mortgage and Security Agreement and Promissory Note dated as of April 12, 2006 (the "First Amendment"), between Borrower and Shirley Faye Bryan and Warren Ted Brown, as personal representatives of the Estate of Shirley J. Brown, deceased, and TBF Company, Inc., a Florida corporation (collectively, "Original Lender"), and recorded as Instrument Number 971301 in the aforesaid records; as assigned by that certain Mortgage Assignment dated March 3, 2009 (the "First Assignment"), by Original Lender in favor of Warren Ted Brown and Synovus Trust Company, as co-trustees of the Trust Under the Will of Shirley J. Brown for The Benefit of Warren Ted Brown; Shirley Faye Bryan and Larry K. Hicks as co-trustees of the GST Trust under the Will of Shirley J. Brown for the benefit of Shirley Faye Bryan; Warren Ted Brown; Brown & Brown Holding Company; Shirley Faye Brown; and William H. Bryan, and recorded as Instrument Number 1166472 of the aforesaid records; and as further assigned by that certain Assignment of Promissory Note and Mortgage effective as of January 1, 2016 (the "Second Assignment"), by Warren Ted Brown and Synovus Trust Company, as co-trustees of the Trust Under the Will of Shirley J. Brown for The Benefit of Warren Ted Brown; Shirley Faye Bryan and Joseph McNair as co-trustees of the GST Trust under the Will of Shirley J. Brown for the benefit of Shirley Faye Bryan; Warren Ted Brown; Brown & Brown Holding Company; Shirley Faye Bryan; and William H. Bryan, in favor of Lender, and recorded as Instrument Number 1607797 in the aforesaid records (collectively, as so amended and assigned, the "Mortgage");
- (b) that certain Promissory Note dated October 4, 2005, made by Borrower in favor of Shirley Faye Brown [sic] and Warren Ted Brown, as ancillary personal representatives of the Estate of Shirley J. Brown, deceased, and TBF Company, Inc., a Florida corporation, in the original principal amount of \$9,000,000 (collectively, as amended by the First Amendment, as assigned by the First Assignment, and as further assigned by the Second Assignment, the "Note"); and
- (c) those "Loan Documents" (as such term is defined in the Mortgage; as the same may have been amended or assigned), and any and all other instruments that evidence or secure the loan contemplated by the Note or otherwise memorialize obligations related to such loan (collectively, as the same may have been amended or assigned, and together with the Mortgage and the Note, the "Loan Documents").

Schedule 2

List of Environmental Documents

- a. Preliminary Wetlands Delineation Report, dated August 13, 2004, prepared by Solutions, Inc. for Wink, Incorporated
- b. Report binder compiled by MACTAC containing a Phase I Environmental Assessment, dated February 2005, prepared by Wink Incorporated for Colonial Properties, and other, subsequent reports (several of which are listed below).
- c. Letter Report regarding 47 Canal Place Project Site Environmental, dated July 26, 2005, by Wink, Inc. (unexecuted)
- d. Phase II, Field Notes – Environmental Sampling at 47 Canal Place, LLC, dated June 2, 2006, together with Report of Analyses (for June 2, 2006 sample), dated June 30, 2006, prepared by Micro-Methods Laboratory, Inc.
- e. Letter to MACTEC regarding Request for Clarification of Laboratory Analysis Results, dated August 8, 2006, by Wink Companies, Inc. (Contains report by Micro-Methods Laboratory Inc. dated July 25, 2005)
- f. Report of Data Assessment, dated August 29, 2006, prepared by MACTEC Engineering and Consulting, Inc.
- g. [DRAFT] Report of Soil and Groundwater Sampling Analysis, dated October 18, 2006, prepared by MACTEC Engineering and Consulting, Inc.
- h. [DRAFT] Report regarding Regulatory Strategy, Conceptual Cleanup Plan and Opinion of Cost, dated November 7, 2006, by MACTEC Engineering and Consulting, Inc.
- i. [DRAFT] On-Site Compensatory Mitigation Plan, not dated
- j. Delineation of Potential Section 404 Issues, dated April 22, 2010, for Wink Companies, LLC by FTN Associates, Ltd.
- k. Table 1: Comparison of Concentrations at Site with Regulatory Preliminary Action Levels (Note: This document was filed outside of a report, and contains no date or note about who prepared it.)

Voluntary Cleanup Program

- l. Notes from Meeting with Alabama Department of Environmental Management, November 29, 2006
- m. Application for Voluntary Cleanup Program (Brownfield Redevelopment) to Alabama Department of Environmental Management, dated January 24, 2007, prepared by MACTEC Engineering and Consulting, Inc. on behalf of Colonial Properties Trust
- n. Voluntary Cleanup Program Acceptance Letter, dated January 30, 2007, from Alabama Department of Environmental Management

Environmental Impact Statement

- o. [DRAFT] Agreement Regarding Joint Funding of Environmental Impact Study and Permit Application for Development of Proposed Boat Slips on Intracoastal Waterway in Baldwin County, Alabama, dated October 24, 2005
- p. Agreement Regarding Joint Funding of Environmental Impact Study for Development of Proposed Boat Slips on Intracoastal Waterway in Baldwin County, Alabama, dated March 8, 2006 (unexecuted)

- q. [DRAFT] Collateral Agreement Among Study Participants Regarding Joint Funding of Environmental Impact Study for Development of Proposed Boat Slips on Intracoastal Waterway in Baldwin County, Alabama, dated March 13, 2006
- r. [DRAFT] Waterway Capacity Study for the Foley Land Cut Section of the Gulf Intercoastal Waterway (GIWW) between Mobile Bay and Wolf Bay, dated December 2006, prepared by Taylor Engineering, Inc.; together with Memorandum from Brandy Marine International, L.L.C., dated February 2, 2007 regarding Comments to Study
- s. Site Selection Rationale for 47 Canal Place LLC, dated April 20, 2007, prepared by Wink Companies, LLC
- t. [DRAFT] Description of the Proposed Action and Alternatives Environmental Impact Statement for the Foley Land Cut Portion of the Gulf Intercoastal Waterway, dated June 2008, submitted to the U.S. Army Corps of Engineers
- u. [DRAFT] Environmental Impact Statement for the Foley Land Cut Portion of the Gulf Intracoastal Waterway, dated February 2009, submitted to the U.S. Army Corp of Engineers
- v. Final Environmental Impact Statement, pages ES-1 through ES-7, dated December 2009
- w. Progress Reports
 - i. Kickoff Meeting Agenda for Gulf Intracoastal Waterway Environmental Impact Statement, May 4, 2006
 - ii. Monthly Progress Report, Gulf Intracoastal Waterway EIS, March 2007
 - iii. Monthly Progress Report, Gulf Intracoastal Waterway EIS, January 2009
- x. Various EIS Support Documents prepared by Wink, Incorporated

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2019-012

**OF THE BALDWIN COUNTY COMMISSION IN SUPPORT OF STATE FUNDING
ASSISTANCE FOR THE BALDWIN COUNTY INTRACOASTAL WATERWAY (ICW)
BOAT LAUNCH PROJECT**

WHEREAS, boating, fishing, and recreational watersports have long been a large component of recreation for Baldwin County residents as well as being a major draw for the Alabama Gulf Coast with significant economic impact for the coastal communities in Baldwin County; and

WHEREAS, as the population of the region has grown and continues to grow, the southern part of Baldwin County is experiencing increased demand to the existing public boat launch facilities for access to the Bon Secour Bay, Mobile Bay, Wolf Bay, Perdido Bay and the Gulf of Mexico through the Gulf Intracoastal Waterway; and

WHEREAS, as the public boat launches are overwhelmed and currently do not provide the infrastructure necessary to safely accommodate boaters, addressing those pressures is a priority to the Baldwin County Commission and the coastal communities in the county; and

WHEREAS, the Baldwin County ICW Project is for the purchase of 45 acres of property on the Gulf Intracoastal Waterway, adjacent and east of the Foley Beach Express Bridge in Orange Beach, Alabama, and is designed to accommodate the construction of 14 boat launches, 8 fishing piers, 8 staging piers, 12 small picnic gazebos, wharf area, restroom facilities and parking for over 450 vehicles, with space available to accommodate additional amenities in potential future phases; and

WHEREAS, the proposed project will ensure protection of adjacent resources, give the region greater visibility and managed attention toward the importance of clean water issues, watershed stewardship and resiliency, provide for safe public boat launch and recovery, accommodate future growth, and provide public access to additional recreational activities at this facility as well as opportunities for local outdoors enthusiasts to create additional eco-tourism businesses, recreational charter and guide services and other services alike; and

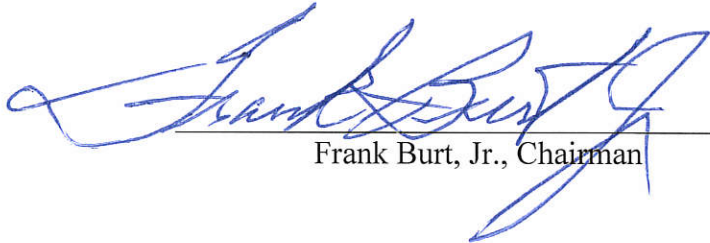
WHEREAS, the Baldwin County Commission, during its regularly scheduled meeting held on October 2, 2018, authorized the execution of the purchase and sale agreement for the 45 acres of property on the Gulf Intracoastal Waterway and committed to investing \$7.5 million dollars to acquire said property; and

WHEREAS, the Baldwin County Commission will move forward with this project through the use of pending GOMESA (offshore oil and gas revenue) disbursements expected to be received by the County from the U. S. Department of the Interior and it is the County's position that the use of GOMESA funds is an appropriate alternative to help with water access facilities for our citizens and visitors alike; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED that the Baldwin County Commission hereby strongly supports and urges the Honorable Kay Ivey, Governor, and the State of Alabama to support this project by allocating \$10 million of the State of Alabama's GOMESA funds to assist in bringing the Baldwin County Intracoastal Waterway (ICW) Boat Launch Project to completion; and

BE IT FURTHER RESOLVED that a copy of this Resolution #2019-012 be conveyed to the Honorable Kay Ivey, Governor of the State of Alabama, respectfully requesting the State's assistance for this project.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 16th day of October, 2018.



Frank Burt, Jr., Chairman



Ronald J. Cink, County Administrator



FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of January 15, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018 (the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.

2. Inspection Date. Section 3.2 of the Agreement is hereby amended to omit the phrase "the date that is one hundred twenty (120) days after the Effective Date" from the first sentence of such Section, and to replace such omitted phrase with the date "March 18, 2019." For avoidance of doubt, the effect of the foregoing amendment is that, for all purposes under the Agreement, the "Inspection Date" shall be March 18, 2019.

3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.

4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

5. Captions. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

6. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that

any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

[signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

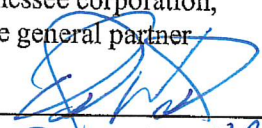
SELLER:

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: 
Name: DAVID WARD
Title: EVP

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

This is a signature page to, and may be attached to a master counterpart of, the First Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

PURCHASER:

BALDWIN COUNTY, ALABAMA, by and
through the BALDWIN COUNTY COMMISSION,
a political subdivision of the State of Alabama

By: CSG & AL 1/15/19
Name: Charles F. Gruber
Title: Chairman

This is a signature page to, and may be attached to a master counterpart of, the First Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of March 14, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018, as amended by that First Amendment to Purchase and Sale Agreement dated January 15, 2019 (the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.

2. Inspection Date. Section 3.2 of the Agreement is hereby amended to omit the date "March 18, 2019" from the first sentence of such Section, and to replace such omitted date with the phrase "on or before the earlier of (a) the date that is thirty (30) days after Seller has attained VCUP Completion and has provided written notice to Purchaser of the same, and (b) July 31, 2019." For avoidance of doubt, the effect of the foregoing amendment is that, for all purposes under the Agreement, the "Inspection Date" shall be the date that is the earlier of (i) the date that is thirty (30) days after Seller has attained VCUP Completion and has provided written notice to Purchaser of the same, and (ii) July 31, 2019.

3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.

4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

5. Captions. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

6. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

[signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

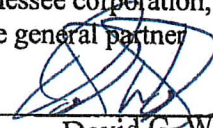
SELLER:

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: 
Name: David C. Ward
Title: Executive Vice President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

This is a signature page to, and may be attached to a master counterpart of, the Second Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

PURCHASER:

BALDWIN COUNTY, ALABAMA, by and
through the BALDWIN COUNTY COMMISSION,
a political subdivision of the State of Alabama

By: CFL & AL
Name: Charles F. Gruher
Title: Chairman

*This is a signature page to, and may be attached to a master counterpart of,
the Second Amendment to Purchase and Sale Agreement between Forty Seven
Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through
Baldwin County Commission, as Purchaser, with respect to land located in
Baldwin County, Alabama.*

THIRD AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of July 25, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018, as amended by that First Amendment to Purchase and Sale Agreement dated January 15, 2019, as amended by that Second Amendment to Purchase and Sale Agreement dated March 14, 2019 (the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.
2. Inspection Date. Section 3.2 of the Agreement is hereby amended by deleting the reference to the date "July 31, 2019" from the first sentence of such Section, and inserting the date August 30, 2019 in lieu thereof. For avoidance of doubt, the effect of the foregoing amendment is that, for all purposes under the Agreement, the "Inspection Date" shall be the date that is the earlier of (i) the date that is thirty (30) days after Seller has attained VCUP Completion and has provided written notice to Purchaser of the same, and (ii) August 30, 2019.
3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.
4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.
5. Captions. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

6. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

[signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: 

Name:

Joseph B. Bartlett

Title:

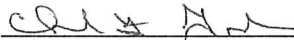
Vice President, Legal

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

This is a signature page to, and may be attached to a master counterpart of, the Third Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

PURCHASER:

BALDWIN COUNTY, ALABAMA, by and
through the BALDWIN COUNTY COMMISSION,
a political subdivision of the State of Alabama

By: 
Name: Charles F. Gruber
Title: Chairman

This is a signature page to, and may be attached to a master counterpart of, the Third Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

RECEIVED
AUG 29 2019
BY: Met

FOURTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of August ~~27~~, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018, as amended by that First Amendment to Purchase and Sale Agreement dated January 15, 2019, as amended by that Second Amendment to Purchase and Sale Agreement dated March 14, 2019, as amended by Third Amendment to Purchase and Sale Agreement dated July 25, 2019 (the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.
2. Inspection Date. Section 3.2 of the Agreement is hereby amended by deleting the reference to the date "August 30, 2019" from the first sentence of such Section, and inserting the date September 13, 2019 in lieu thereof. For avoidance of doubt, the effect of the foregoing amendment is that, for all purposes under the Agreement, the "Inspection Date" shall be the date that is the earlier of (i) the date that is thirty (30) days after Seller has attained VCUP Completion and has provided written notice to Purchaser of the same, and (ii) September 13, 2019.
3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.
4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

5. Captions. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

6. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

[signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

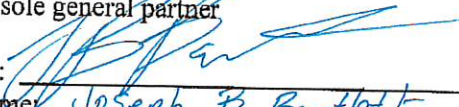
SELLER:

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: 
Name: Joseph B. Bartlett
Title: VP, President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

This is a signature page to, and may be attached to a master counterpart of, the Fourth Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

PURCHASER:

BALDWIN COUNTY, ALABAMA, by and
through the BALDWIN COUNTY COMMISSION,
a political subdivision of the State of Alabama

By: Charles E. Gruber
Name: Charles E. Gruber
Title: Chairman



This is a signature page to, and may be attached to a master counterpart of, the Fourth Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

September 20, 2019

Mr. Christopher M. Blankenship
Commissioner
Alabama Department of Conservation and Natural Resources
64 North Union Street
Suite 468
Montgomery, Alabama 36130

**RE: Baldwin County Intracoastal Waterway (ICW) Boat Launch - Alabama
Department of Conservation and Natural Resources (ADCNR) - Gulf of Mexico
Security Act (GOMESA) Grant Agreement**

Dear Commissioner Blankenship:

The Baldwin County Commission, during its regularly scheduled meeting held on September 20, 2019, approved and authorized me, as Chairman, to execute the *Gulf of Mexico Security Act (GOMESA) Grant Agreement* in the amount of \$7,500,000.00 for the property acquisition of forty-five (45) acres for the Intracoastal Waterway Boat Launch project. This *Agreement* shall be effective upon full execution by both parties and terminate ninety (90) days after the end of the Project Period (September 30, 2020), unless extended in writing by ADCNR by amendment. The *Agreement* terms are also included in Paragraphs 7, 18 and 22 of the *Agreement*.

Enclosed are three (3) **fully executed original** *Grant Agreements* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Joey Nunnally, County Engineer, at (251) 937-0371.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item IA2

cc: Joey Nunnally
John Sedlack
Lisa Sangster

ENCLOSURE(S)

STATE OF ALABAMA

ADCNR GRANT#: G-BCCIWR/19/BCC

BALDWIN COUNTY

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the Baldwin County Commission, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Security Act of 2006 (GOMESA) to Grantee for the purpose of acquiring approximately 45 acres on the Intracoastal Waterway (ICW) as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 16.
3. **PROJECT PERIOD:** The Project Period shall begin as of the Effective Date as defined hereinbelow and end September 30, 2020.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Period, unless extended in writing by ADCNR by amendment pursuant to Paragraph 12.
5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide the Grantee with a total disbursement of GOMESA funds not to exceed SEVEN MILLION AND FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified

above and such other supporting documents including such items set forth in Exhibit A. The disbursement of funds will be provided as a single installment as set forth in Exhibit A. In the event these funds are not fully expended before the end of the Project Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. CONTINGENCY/ FUNDING AVAILABILITY: Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. ALLOWABLE COSTS: Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A; all requirements of GOMESA; local, state and federal laws; and other applicable requirements including the following:
 - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.
 - d. Grantee acknowledges that Allowable Costs for the purchase cost of land acquisition shall not exceed the properly appraised value of acreage being acquired.
 - e. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. REPORTS: Grantee agrees to submit a financial and performance report no later than April 30, 2020. The report shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than sixty (60) days after the end of the Project Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this

Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attn: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
12. ASSIGNMENT/AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
14. COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state and local permits and pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
15. TAX RESPONSIBILITY: Grantee hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
16. RECORDS: The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers and records of the Grantee and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
 - a. Grantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at http://www.archives.alabama.gov/officials/rdas/Conservation_RDA_2016.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

- b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository. Grantee shall also simultaneously therewith forward a copy of same to ADCNR
 - c. The provisions of this Paragraph 16 shall survive the Agreement Term and remain a continuing obligation of Grantee.
17. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of ONE MILLION DOLLARS (\$1,000,000), and shall include ADCNR, its employees and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.
18. **TERMINATION:** In addition to terms of Paragraphs 7 and 22, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested) or overnight courier (signature required), to Grantee of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings,

maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
19. PRESS/EVENTS: Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to the acquisition of the 45 acres on the Intracoastal Waterway (ICW) as described in Exhibit A at least five (5) working days prior to the scheduled event or release.
20. CONFLICT OF INTEREST CERTIFICATION: The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
21. DISCRIMINATION: Grantee agrees to comply with all Federal and State laws which prohibit discrimination on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
22. PRORATION: In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
23. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
24. DISPUTE RESOLUTION: 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 Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement 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 the Alabama State Bar.

25. IMMIGRATION: By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
26. NO AGENCY: By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
27. NOT ENTITLED TO MERIT SYSTEM: Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
28. BOYCOTT: In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
29. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

To Grantee:

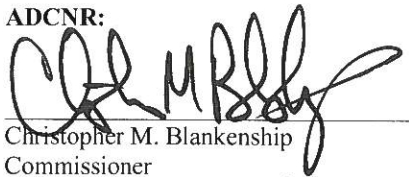
Baldwin County Commission
Attn: Charles F. Gruber, Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

30. SEVERABILITY: In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
31. REVIEW AND EXECUTION: Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.
32. ADCNR AND GRANTEE REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
33. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:



Christopher M. Blankenship
Commissioner

Date: 9-18, 2019

GRANTEE:

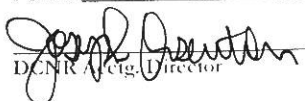


(Signature)

By: Charles F. Gruber
(Print Name)

Its: Chairman
(Print Title)

FUNDS AVAILABLE
FUND _____



DCNR Asst. Dir.

APPROVED LEGAL



RC

EXHIBIT A

State of Alabama

Gulf of Mexico Energy Security Act of 2006

Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. **Implementation of a federally-approved marine, coastal, or comprehensive conservation management plan;**
- d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects;**
- e. Planning assistance and the administrative costs.

Project Description:

Baldwin County Intracoastal Waterway (ICW) Boat Launch

As the coastal population continues to grow, the southern part of Baldwin County is seeing increased demand for public access to Bon Secour Bay, Mobile Bay, Wolf Bay, Perdido Bay, and the Gulf of Mexico via the Gulf Intracoastal Waterway. With the recent closure of a private boat launch, the remaining public access points are overwhelmed and currently do not provide the infrastructure necessary to safely accommodate boaters, which will soon become an even greater safety concern.

This project will provide funding toward the acquisition of approximately 45 acres on the ICW. The property lies just east of the Foley Beach Express Bridge in Orange Beach, AL. The project, which is in the conceptual phase until the acquisition is complete, will consist of the construction of multiple boat launches in existing inlets, fishing piers, staging piers, picnic gazebos, a wharf area, restroom facilities and adequate public parking. These improvements will be accomplished through a separate funding source. Accordingly, GOMESA funds will be used solely to support the land acquisition portion of the project. For illustration purposes only, the initial concept is attached as Figure 1.

The proposed project will ensure protection of adjacent resources (i.e., shoreline, wetlands, and surface water) from site work through the implementation of appropriate Best Management Practices. The project will also provide for safe public boat launch & recovery, accommodate future growth, and provide public access for additional recreational activities.

EXHIBIT A

Project Duration:

This overall project is expected to take approximately 27 months. However, the property acquisition component to be supported with GOMESA funding is anticipated to occur within approximately 12 months.

Project Costs:

GOMESA will fund \$7,500,000.00 of appraised value toward the property acquisition for the Intracoastal Waterway Boat Launch project. The disbursement will be made as a single installment following full execution of the Agreement and receipt of an invoice for Allowable Costs which shall include (1) a copy of the recorded Environmental Covenant related to Forty Seven Canal Place, LLC as approved by the Alabama Department of Environmental Management (ADEM); (2) a copy of ADEM's Conditional Letter of Concurrence; and (3) evidence of appraised value (including confirmation from appraiser that the Environmental Covenant was evaluated in confirming current appraised value).

Category	Estimated Cost
Property Acquisition (Not to Exceed Appraised Value)	\$7,500,000

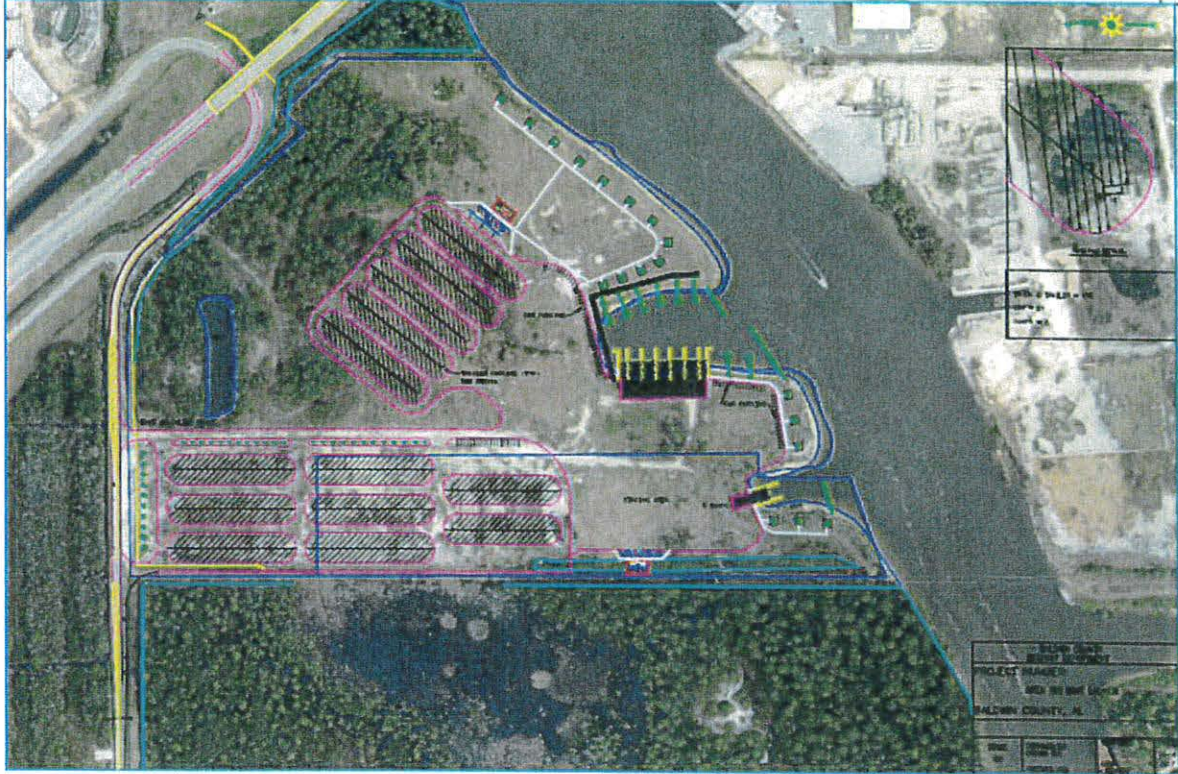
Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses and (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan. The Alabama Coastal Management Program (ACAMP) was approved by the National Oceanic and Atmospheric Administration (NOAA) on January 25, 2017. The ACAMP provides a balance of economic growth with the need for preservation of Alabama's coastal resources. This project will enhance public and recreational use of the ICW. This project also meets authorized use (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By: Joey Nunnally
County Engineer,
Baldwin County Commission

EXHIBIT A

Figure 1: Proposed Property Acquisition and Improvements



FIFTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of October 2, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018, as amended by that First Amendment to Purchase and Sale Agreement dated January 15, 2019, as amended by that Second Amendment to Purchase and Sale Agreement dated March 14, 2019, as amended by Third Amendment to Purchase and Sale Agreement dated July 25, 2019, as amended by Fourth Amendment to Purchase and Sale Agreement dated August 27, 2019 (as amended, the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.

2. Closing Date. Section 4.1 of the Agreement is hereby amended by deleting the first sentence of such Section in its entirety and inserting the following in lieu thereof:

"Unless extended under other provisions of this Agreement, the consummation of the transaction contemplated hereby (the "**Closing**") shall be held at the office of the Escrow Agent in metropolitan Atlanta, Georgia on or before October 22, 2019."

3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.

4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

5. Captions. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

6. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

[signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.


SELLER:

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: 
Name: Robert J. DeLoe
Title: EVP

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

This is a signature page to, and may be attached to a master counterpart of, the Fifth Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

PURCHASER:

BALDWIN COUNTY, ALABAMA, by and
through the BALDWIN COUNTY COMMISSION,
a political subdivision of the State of Alabama

By: Charles F. Gruher
Name: Charles F. Gruher
Title: Chairman

This is a signature page to, and may be attached to a master counterpart of, the Fifth Amendment to Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.



Baldwin County Commission

Agenda Action Form

File #: 19-2203, **Version:** 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

BRATS - Amended Grant Documents for Baldwin Regional Area Transit System

STAFF RECOMMENDATION

At the request of Alabama Department of Transportation:

1. Approve amendment of Resolution #2019-100, Local Match Certification, and Application letter for Fiscal Year 2020 5311 Grant, originally approved during regularly scheduled Commission meeting on June 18, 2019, Agenda item BM12; and
2. Approve the Amended Application letter, Local Match Certification and Local Commitment letter for Fiscal Year 2020 5307 Grant, originally approved during Regularly Scheduled Commission meeting on June 18, 2019, Agenda item BM13; and
3. Make the amended document as part of the October 15, 2019 regular meeting record.

BACKGROUND INFORMATION

Previous Commission action/date: June 18, 2019

Background:

June 18, 2019 - 1) Adopted Resolution No. 2019-102 authorizing the Baldwin County Commission to commit up to \$293,231.00 as local non-federal match for operations, planning, and capital expenditures under the Section 5307 Urbanized Area Public Transportation Program during Fiscal Year 2020; and

2) Adopted Resolution No. 2019-103 authorizing the execution and submittal of a Fiscal Year 2020 Section 5307 Grant Application to the Alabama Department of Transportation (ALDOT) relating to public transportation; and

3) Authorized the Chairman to sign the application and any related documents, any related award documents, and any related reporting documents; and

4) Authorized Baldwin Regional Area Transit System (BRATS) staff to submit the Fiscal Year 2020 Section 5307 agreement to ALDOT.

June 18, 2019 - 1) Adopted Resolution No. 2019-100 authorizing the Baldwin County Commission to commit up to \$1,489,245.00 as local non-federal match for operations, administration, and capital expenditures under the Section 5311 Non-Urbanized Area Public Transportation Program during Fiscal Year 2020; and

2) Adopted Resolution No. 2019-101 authorizing the execution and submittal of a Fiscal Year 2020 Section 5311 Grant Application to the Alabama Department of Transportation relating to public transportation; and

3) Authorized the Chairman to sign the application and any related documents, and related award documents, and any related reporting documents; and

4) Authorized Baldwin Regional Area Transit System (BRATS) staff to submit the Fiscal Year 2020 Section 5311 Agreement to Alabama Department of Transportation (ALDOT).

On September 19, 2019 via email the Alabama Department of Transportation requested that the reference to farebox be removed from the local match documents in the 5311 and 5307 grants resulting in the request for the amendments. These changes have no impact on previous action or financial commitment; this is a clerical correction for documentation purposes.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff and BRATS Staff

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

Administration staff will add to record and Chandra Middleton, BRATS Assistant Director will submit to ALDOT

Additional instructions/notes: N/A



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

June 18, 2019

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

RE: FY 2020 SECTION 5311 (RURAL) TRANSIT PROGRAM APPLICATION

Dear Mr. Phillips:

The Baldwin County Commission is hereby applying for a Section 5311 administrative, operating, capital, and/or planning grant under 49 USC Section 5311, to assist in the operation of the Baldwin Regional Area Transit System "BRATS" Public Transit System for the period covering October 1, 2019 to September 30, 2020. The project application has been reviewed and approved by the Baldwin County Commission. The requested amount of Federal assistance is as follows:

Federal Administrative Assistance	\$ 779,026.00
Federal Operating Assistance	\$ 869,145.00
Federal Capital Assistance	\$ 358,400.00
Federal Planning Assistance	0.00
Total of Federal Assistance	\$ 2,006,571.00

Local assistance in the amount of \$ 1,153,502.00 will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial and technical capacity to carry out the proposed project. If you have questions or need further information, please contact Baldwin Regional Area Transit System's Director of Transportation, Matthew Brown at (251) 972-8576.

Respectfully,

CHARLES F. GRUBER, Chairman,
Baldwin County Commission



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
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MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

Local Match Certification

We, the undersigned representing Baldwin County Commission, do hereby certify to the Alabama Department of Transportation that the required local funds for the Baldwin Regional Area Transit System, "BRATS" Public Transportation Program are available from the following source(s):

General Fund:	\$	1,032,558.00
Contracts:	\$	120,944.00
Advertising:	\$	-
Other:		
Total:	\$	1,153,502.00

These funds will be available as of October 1, 2019.


Signature

CHARLES F. GRUBER, Chairman
Baldwin County Commission

9-25-19
(Date)

Resolution Authorizing Local Matching Funds

RESOLUTION NO. 2019-100

"SECTION 5311 NONURBANIZED AREA PUBLIC TRANSPORTATION"

WHEREAS, the **Baldwin County Commission** recognizes the need for a public transportation program; and


WHEREAS, the **Baldwin County Commission** is recognized as a member of the Baldwin County Transportation Steering Committee; and

WHEREAS, the **Baldwin County Commission** recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation includes a local match of 50% for operating expenses and 20% for administration and capital expenses; and

WHEREAS, the **Baldwin County Commission** recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Non-urbanized Area Public Transportation Program.


NOW, THEREFORE, BE IT RESOLVED, that the **Baldwin County Commission** hereby commits the amount of **\$1,153,502.00** as local non-federal match for capital, administrative and operations expenditures under the Section 5311 Non-urbanized Area Public Transportation Program during Fiscal Year 2020.

Passed and adopted the eighteen day of June 2019.



CHARLES F. GRUBER, Chairman
Baldwin County Commission

ATTEST:



WAYNE DYESS, County Administrator
Baldwin County Commission





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MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

June 18, 2019

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

RE: FY 2020 URBANIZED TRANSIT PROGRAM 5307 APPLICATION

Dear Mr. Phillips:

The Baldwin County Commission is hereby applying for a Section 5307 operating/planning/capital grant under 49 USC Section 5307, to assist in the operation of the Baldwin Regional Area Transit System "BRATS" Public Transit System for the period covering October 1, 2019 to September 30, 2020. The project application has been reviewed and approved by the Baldwin County Commission. The requested amount of Federal assistance is as follows:

Federal Operating Assistance:	\$77,641.00
Federal Planning Assistance:	\$0.00
Federal Capital Assistance:	\$46,400.00
Federal Other Capital Improvement Assistance:	\$696,000.00
Total 5307 Federal Assistance:	\$820,041.00

Local assistance in the amount of \$263,241.00 will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial and technical capacity to carry out the proposed project. If you have questions or need further information, please contact Baldwin Regional Area Transit System's Director of Transportation, Matthew Brown at (251) 972-8576.

Respectfully,

CHARLES F. GRUBER, Chairman
Baldwin County Commission



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MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

June 18, 2019

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Subject: Local Match Commitment for 5307 Grant

Dear Mr. Phillips:

The Baldwin County Commission is applying for a Section 5307 planning/operation/capital grant to aid in the operation of the Baldwin Rural Area Transportation System. The planning, operational and/or capital expenses requested in this project have been reviewed and approved by the Baldwin County Commission of Baldwin County. We are requesting 5307 federal assistance in the amount of \$77,641 for operational assistance, \$46,400 for capital assistance and \$696,000.00 for other capital assistance. Local assistance in the amount of \$263,241.00 will be used as the non-federal match.

The Baldwin County Commission hereby acknowledges the local matching requirements for the referenced project and affirms assistance in the amount set forth above.

If you have any questions on this request, please contact Matthew Brown at (251) 972-8576.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission



COUNTY COMMISSION

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2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

Local Match Certification

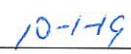
We, the undersigned representing Baldwin County Commission, do hereby certify to the Alabama Department of Transportation that the required local funds for the Baldwin Regional Area Transit System, "BRATS" Public Transportation Program are available from the following source(s):

General Fund:	\$	252,438.00
Contracts:	\$	10,803.00
Advertising:	\$	-
Other:		
Total:	\$	263,241.00

These funds will be available as of October 1, 2019.



Signature
CHARLES F. GRUBER, Chairman
Baldwin County Commission



Date



Baldwin County Commission

Agenda Action Form

File #: 19-2205, **Version:** 1

Item #: BA5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator
Matthew Brown, BRATS Director

Submitted by: Amanda Thweatt, Scheduler

ITEM TITLE

BRATS - Request for Baldwin Regional Area Transit System Transit Service from Daphne Senior Center to Baldwin County Coliseum for the 2019 Senior Expo

STAFF RECOMMENDATION

Retroactively approve the use of one (1) Baldwin Regional Area Transit System (BRATS) bus for transporting approximately Twenty (20) individuals to the 2019 Senior Expo in Robertsdale, AL on Wednesday, October 9, 2019. The cost of the transportation will be approximately \$284.00 paid for by the City of Daphne.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Jane Ellis with the Daphne Senior Center contacted BRATS on Friday, September 27, 2019 requesting transportation for the Daphne Seniors to attend the Senior Expo at Baldwin County Coliseum on Wednesday, October 9, 2019. The cost of this transportation will be approximately \$284.00. This trip is permitted under the Federal charter regulations because it falls within the Program Purpose Exemption with the FTA regulations. BRATS has reviewed its staffing levels and will be able to accommodate the trip.

FINANCIAL IMPACT

Total cost of recommendation: \$284.00 - to be fully reimbursed by the City of Daphne.

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: The event date is Wednesday, October 9, 2019

Individual(s) responsible for follow up: BRATS Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
BRATS Staff will coordinate, schedule, and bill for transit service.

Additional instructions/notes: N/A

REQUEST FOR BRATS TRANSIT SERVICE

Name of Organization: City of Daphne Date of Request: 10/1/19
 Contact Person: Jane Ellis Email Address: jellis@daphneal.com
 Phone Number: 620-2401
 Billing Address: P.O. BOX 400 Daphne AL 36526
 Do you currently have an approved account with Baldwin Regional Area Transit System? Yes X No

POTENTIAL EXEMPTIONS OR EXCEPTIONS**EXEMPTION: Rural Program Purpose**

Is the origin of the proposed trip outside the MPO Urbanized Area (see attached map)? ☐ Yes ☒ No
 Will the proposed transportation be for a human service organization or for elderly, disabled, or low income passengers? ☒ Yes ☐ No

EXCEPTION 1: Service for Qualified Human Service Organizations (QHSEO)

Is the requested service for individuals in one of the following three categories (check all that apply)?
☒ Those with mobility limitations due to advance age ☐ Those with disabilities ☐ Those with low income
 Does one of the following apply to your entity (check all that apply)?
☐ Receives funding from federal program listed in attachment ☐ Is a registered QHSEO on the FTA charter website

EXCEPTION 2: Service for Government Officials on Official Government Business

Will the proposed trip occur within BRATS service area (currently all of Baldwin County)? ☒ Yes ☐ No
 Will the proposed involve official government business? ☐ Yes ☒ No
 Will at least one elected or appointed official be on each provided trip? ☐ Yes ☒ No

EXCEPTION 3: Service When Private Charter Service Not Available

Would you like BRATS to initiate exceptions by issuing a notice to determine whether any registered charter providers are interested in providing your entity with charter service? ☐ Yes ☐ No

NOTE: if you mark "yes" above, BRATS will issue the required notice to registered charter service providers within Baldwin County. If any provider responds with interest in providing the service, Baldwin County cannot provide your entity with the requested service.

EVENT INFORMATION

Name of Event: Area Agency on Aging Senior Expo Date of Event: 10/1/19
 Contact Person at Event: Jane Ellis Cell Phone Number: 404-6141
 Number of Vehicles Needed: 1 Number of Passengers: 12
 Number of Wheelchairs: 1 Number of Lift Assist Passengers: 2
 Time to Begin Event: 9:00 AM Time Event Will End: 1:00 PM
 Pick Up Location & Physical Address:

2605 US 98 Daphne Senior Center

Destination Location and Physical Address:

Robertsdale Coliseum

A timed itinerary with address details must be supplied for multiple stops.

We acknowledge there will be additional charges for excessive cleanup or damage to the vehicle caused by passengers. We understand charges will include pre and post safety inspections of vehicle and travel times to and from event. We will not hold BRATS responsible for breakdowns, accidents, bad road conditions, inclement weather, and other conditions beyond its control.

Signed: [Signature]

(Authorized Signature)

For: City of Daphne

(Company Name)

Trip Scheduled: / /
 (scheduler signature) (date)

Approved Cost:

Area Agency on Aging 2019 Senior Lifestyle Expos

Mobile County

Thursday, October 3

9:30 am – 1:00 pm

The Grounds
(Greater Gulf State Fairgrounds)
1035 N Cody Rd.
Mobile, AL 36608

Baldwin County

Wednesday, October 9

9:30 am – 1:00 pm

Baldwin County Coliseum
19477 Fairground Road
Robertsdale, AL 36567

Free Admission and Parking
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to be an exhibitor, contact:

Nancy Bledsoe
251-706-4647

nbledsoe@sarpc.org



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South Alabama Regional
Planning Commission



Baldwin County Commission

Agenda Action Form

File #: 19-2204, **Version:** 1

Item #: BA6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, BRATS Director of Transportation

Submitted by: Amanda Thweatt, Scheduler

ITEM TITLE

BRATS - Request for Baldwin Regional Area Transit System Transit Service from the Fairhope Health and Rehab Facility to the Grimes Fish Nursery in Stapleton, Alabama

STAFF RECOMMENDATION

Approve the use of one (1) Baldwin Regional Area Transit System (BRATS) bus for transporting approximately ten (10) individuals to the Grimes Fish Nursery in Stapleton, Alabama on Saturday, October 19, 2019. The cost of the transportation will be approximately \$316.00 paid for by the Fairhope Health and Rehab Facility.

BACKGROUND INFORMATION

Previous Commission action/date: N/A.

Background: Mrs. Almore contacted Baldwin Regional Area Transit System (BRATS) on Monday, September 30, 2019 requesting transportation for the Fairhope Health and Rehab Facility to attend a fishing event at the Grimes Fish Nursery in Stapleton, Alabama on Saturday, October 19, 2019. The cost of this transportation will be approximately \$316.00 paid for by Fairhope Health and Rehab. This trip is permitted under the Federal charter regulations because it falls within the Program Purpose Exemption with the FTA regulations. BRATS has reviewed its staffing levels and will be able to accommodate the trip.

FINANCIAL IMPACT

Total cost of recommendation: \$316.00 - to be fully reimbursed by Fairhope Health and Rehab

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: Event date of Saturday, October 19, 2019.

Individual(s) responsible for follow up: BRATS Staff

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

BRATS staff will coordinate, schedule, and bill for transit service.

Additional instructions/notes: N/A

REQUEST FOR BRATS TRANSIT SERVICE

9/30/2019

Name of Organization: Fairhope Health & Rehab Date of Request: Oct 19, 2019
 Contact Person: Tanja Almore Email Address: talmore@nolandhealth.com
 Phone Number: 251-727-6315 or 251-888-0087
 Billing Address: 108 S. Church Street Fairhope, AL 36532
 Do you currently have an approved account with Baldwin Regional Area Transit System? Yes ☐ No ☒

POTENTIAL EXEMPTIONS OR EXCEPTIONS**EXEMPTION: Rural Program Purpose**

Is the origin of the proposed trip outside the MPO Urbanized Area (see attached map)? ☐ Yes ☒ No
 Will the proposed transportation be for a human service organization or for elderly, disabled, or low income passengers? ☒ Yes ☐ No

EXCEPTION 1: Service for Qualified Human Service Organizations (QHSO)

Is the requested service for individuals in one of the following three categories (check all that apply)?
☒ Those with mobility limitations due to advanced age ☒ Those with disabilities ☒ Those with low income
 Does one of the following apply to your entity (check all that apply)?
☒ Receives funding from federal program listed in attachment ☐ Is a registered QHSO on the FTA charter website

EXCEPTION 2: Service for Government Officials on Official Government Business

Will the proposed trip occur within BRATS service area (currently all of Baldwin County)? ☒ Yes ☐ No
 Will the proposed involve official government business? ☐ Yes ☒ No
 Will at least one elected or appointed official be on each provided trip? ☐ Yes ☒ No

EXCEPTION 3: Service When Private Charter Service Not Available

Would you like BRATS to initiate exceptions by issuing a notice to determine whether any registered charter providers are interested in providing your entity with charter service? ☒ Yes ☐ No

NOTE: If you mark "yes" above, BRATS will issue the required notice to registered charter service providers within Baldwin County. If any provider responds with interest in providing the service, Baldwin County cannot provide your entity with the requested service.

EVENT INFORMATION

Name of Event: Catfish Roundup Date of Event: Oct 19, 2019
 Contact Person at Event: Mrs. Grimes Cell Phone Number: (251) 937-5993
 Number of Vehicles Needed: 1 Number of Passengers: 6 patients 3 staff
 Number of Wheelchairs: N Number of Lift Assist Passengers: N
 Time to Begin Event: 10am Time Event Will End: 2pm
 Pick Up Location & Physical Address: 108 South Church Street Fairhope Health & Rehab
Fairhope, AL 36532

Destination Location and Physical Address: Grimes Nursery
36900 State Hwy 59
Bay Minette, AL 36507

A timed itinerary with address details must be supplied for multiple stops.

We acknowledge there will be additional charges for excessive cleanup or damage to the vehicle caused by passengers. We understand charges will include pre and post safety inspections of vehicle and travel times to and from event. We will not hold BRATS responsible for breakdowns, accidents, bad road conditions, inclement weather, and other conditions beyond its control.

Signed:

For:

(Authorized Signature)

(Company Name)

Trip Scheduled: _____ / _____
 (scheduler signature) (date)

Approved Cost: _____



Baldwin County Commission

Agenda Action Form

File #: 19-2240, **Version:** 1

Item #: BA7

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator; Brian Peacock, CIS Director

Submitted by: Anu Gary, Administrative Services Manager; Tim Doerr, CIS Systems Engineer

ITEM TITLE

*Renewal of Granicus Subscriptions for Agenda Management Software

STAFF RECOMMENDATION

Accept the Granicus Proposal and approve the renewal of the annual Granicus fees and subscriptions for the County's agenda management software, effective October 31, 2019 for a period of three (3) years, ending October 30, 2022. The annual fees and subscriptions for the first year will be in the total amount of \$42,000, with a 2.5% uplift in cost in year two, and 5.0% uplift in year three.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Annual Fees for Renewing Subscriptions for Fiscal Year 2019-2020:

Government Transparency Suite	Annual	1 Each	\$11,556.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,056.00
Legistar	Annual	1 Each	\$16,272.00
Meeting Efficiency Suite	Annual	1 Each	\$10,716.00
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,400.00
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$42,000.00

Fiscal Year 2020-2021: \$43,050.00 (2.5% uplift in cost in year two of contract)

Fiscal Year 2021-2022: \$45,202.50 (5.0% uplift in cost in year three of contract)

Explanation of fees/subscriptions listed above:

Government Transparency are the live in-meeting functions, streaming of an event, pushing of documents, indexing of event, and creation of minutes.

Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance

recorded, and minutes created.

Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval.

Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online.

Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

FINANCIAL IMPACT

Total cost of recommendation: \$42,000 in Fiscal Year 2019-2020

Budget line item(s) to be used: 51125.5150.01

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: David Conner, County Attorney.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Time-sensitive, renewal deadline is October 31, 2019 for continued service.

Individual(s) responsible for follow up: Administration - Prepare a requisition and get PO# from Purchasing. Follow up with Vendor for payment.

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

Additional instructions/notes: N/A

Granicus Proposal for Baldwin County AL

Granicus Contact

Name: John Watkins

Phone: (323) 909-5189

Email: john.watkins@granicus.com

Proposal Details

Quote Number: Q-78081

Prepared On: 9/12/2019

Valid Through: 10/30/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 10/31/2019 - 10/30/2020

Contract End Date: 10/30/2022

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$11,556.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,056.00
Legistar	Annual	1 Each	\$16,272.00
Meeting Efficiency Suite	Annual	1 Each	\$10,716.00
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,400.00
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$42,000.00

Remaining Period(s)		
Solution(s)	10/31/2020 - 10/30/2021	10/31/2021 - 10/30/2022
Government Transparency Suite	\$11,844.90	\$12,437.15
Granicus Encoding Appliance Software (GT)	\$1,082.40	\$1,136.52
Legistar	\$16,678.80	\$17,512.74
Meeting Efficiency Suite	\$10,983.90	\$11,533.10
Upgrade to SDI 720p Streaming	\$2,460.00	\$2,583.00
Open Platform Suite	\$0.00	\$0.00
SUBTOTAL:	\$43,050.00	\$45,202.50

Product Descriptions	
Name	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

Product Descriptions	
Name	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Baldwin County AL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-78081 dated 9/12/2019 are incorporated into this Purchase Order by reference.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Baldwin County AL

Signature:

Name:

Title:

Date:

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products and Services ("**Customer**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Customer and Granicus may each be referred to herein as "**Party**" or collectively as "**Parties**".

By accessing the Granicus Products and Services, Customer accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Agreement Term**" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"**Extension Term**" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"**Granicus Products and Services**" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products and services accessible for use by Customer on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"**Initial Term**" shall have the meaning specified in the Order or SOW between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

"**Order Term**" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

"**Statement of Work**" or "**SOW**" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"**Support**" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. Ordering and Scope

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.

2.3. Future Functionality. Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or

governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order or SOW.

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

3.2.2. Passwords. Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Customer's passwords.

3.2.3. Content. Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Customer's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Customer. Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.

3.2.5.2. Data Obtained through the Granicus Advanced Network

3.2.5.2.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.2.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Customer is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Customer upon termination of any

Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.2.3. Opt-In. During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.

3.3. Restrictions. Customer shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;
- 3.3.3.** Customer must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 3.3.4.** Customer must not use the Services as a door or signpost to another server.
- 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
- 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Customer Feedback. Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

Notwithstanding anything in this Agreement to the contrary, the Customer shall have all right, title and interest in the Content created by, owned by, or provided by Customer and/or Content for related organizations provided that it is in support of other organizations.

4. Payment

4.1. Fees. Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this

Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.
- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by

Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately, upon written request by the Disclosing Party, termination, or expiration of this Agreement; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Customer any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

~~**9.2. Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law.~~

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

- 10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.
- 10.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.
- 10.5. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party.
- 10.9. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of ~~Minnesota~~ ^{Alabama}, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of ~~Ramsey County, Minnesota~~ ^{Alabama}.
- 10.11. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Customer's request for RFI, RFP, RFQ; and (5) Customer's RFI, RFP, RFQ.
- 10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.
- 10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

EXHIBIT A
Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products and Services ("**Customer**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Customer and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Customer accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products and services accessible for use by Customer on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in the Order or SOW between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. Ordering and Scope

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.

2.3. Future Functionality. Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school

districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order or SOW.
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Customer's passwords.
 - 3.2.3. Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.
 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Customer's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.
- 3.2.5. Granicus Subscriber Information for Communications Cloud Suite only**
 - 3.2.5.1. Data Provided by Customer.** Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.
 - 3.2.5.2. Data Obtained through the Granicus Advanced Network**
 - 3.2.5.2.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.2.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Customer is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Customer upon termination of any Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.2.3. Opt-In. During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.

3.3. Restrictions. Customer shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;
- 3.3.3.** Customer must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 3.3.4.** Customer must not use the Services as a door or signpost to another server.
- 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
- 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Customer Feedback. Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them. Notwithstanding anything in this Agreement to the contrary, Customer shall have all right title and interest in the content created by, owned by, or provided by Customer and/or content for related organizations provided that it is in support of other organizations.

4. Payment

4.1. Fees. Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of

applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTIONS 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.
- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately, upon written request by the Disclosing Party, termination, or expiration of this Agreement; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice

of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
- 8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

- 9.1. Indemnification by Granicus.** Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Customer any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.
- 9.2. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such

Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.
- 10.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.
- 10.5. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party.
- 10.9. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Alabama, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Alabama.

- 10.11. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Customer's request for RFI, RFP, RFQ; and (5) Customer's RFI, RFP, RFQ.
- 10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.
- 10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.



Baldwin County Commission

Agenda Action Form

File #: 19-2223, **Version:** 1

Item #: BD1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Architectural Services for the Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the attached AIA contract for the architectural services with **Allred Stolarski Architects, PA** for the construction of a new Baldwin County Animal Shelter Intake Building in the amount of **6%** of the construction cost plus normal reimbursable expenses and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Proposals were solicited for the design of a new Animal Shelter Intake Building to be located in Summerdale, Alabama from all eleven (11) Architects that were approved on the County's 2019 All-Call List. Five (5) Architect firms submitted a fee proposal. The Architect, John Stolarski with Allred Stolarski Architects, submitted the lowest price for the architectural services in the amount of 6% of the construction cost plus normal reimbursable expenses (postage, printing, mileage, etc.). The fee proposal includes any Civil, Structural, Fire Protection, Mechanical, Plumbing and Electrical Engineering required to design this project. Recommend the Commission approve the attached AIA Contract and authorize the Chairman to execute Contract. Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: 6% of Construction Cost

Budget line item(s) to be used: 55410.5527

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?

AIA Contract

Reviewed/approved by: David Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Letter to Vendors

Additional instructions/notes: N/A

REQUEST FOR FEE PROPOSALS FOR ARCHITECTURAL SERVICES - TABULATION
Baldwin County Animal Shelter Intake Building

BIDDER: Allred Stolarski Architects	
Fee Proposal:	6.0%
<p>Percentage fee of 6.0% of the construction cost of project (or final estimate should the project not move forward) for full design services required for the above referenced project. This fee includes any Civil, Structural, Fire Protection, Mechanical, Plumbing and Electrical Engineering required to design this project. Topographical Survey and Geotechnical Investigation services are not included in this proposal and shall be handled as reimbursable expenses. Reimbursables will be direct pass-thru expenses without mark-up.</p>	

BIDDER: Baker LPA Group, LLP	
Fee Proposal:	\$55,400.00
<p>Percentage fee includes Civil, Structural, Mechanical and Electrical. It does not include Fire Protection, Survey or Geotechnical services, USGBC LEED certification services, or a detailed cost estimate.</p>	

BIDDER: Goodwyn Mills Cawood	
Fee Proposal:	Task 1. Preliminary Design \$4,000.00
<p>Design Workshop Visual review of property Develop General Scope of Work & Narrative Preliminary Design Cost Estimate</p>	
Task 2. Construction Documents, Bidding & Constr. Admin	
<p>Provide BC signed & sealed construction documents & project manual for bidding & construction purposes. This shall include basic services for the following: Civil Engineering, Structural Engineering, Architecture and Interior Design Mechanical Engineering including fire Protection Electrical Engineering including Fire Alarm Fee for Task 2 shall be determined once Task 1 is completed and scope of work and budget defined.</p>	
GMC's proposed Basic Services Fee Rates as a % Cost of Work:	
Cost of Work	Fee in Percentage
2,000,001 - 2,500,000	6.6%
2,500,001 - 3,000,000	6.5%
3,000,001 - 3,500,000	6.4%
3,500,001 - 4,000,000	6.3%
4,000,001 - 5,000,000	6.2%
<p>Additional services provided in house include: Surveying - Boundary & Topographic, Geotechnical Investigation & Report, Construction Material Testing & Special Inspections, Landscape Architecture, Environmental Engineering. Additional services can be performed as part of GMC Owner Architect Agreement or under separate contract by the county. If GMC provides these services, a separate proposal will be provided for each service requested.</p>	

BIDDER: McCollough Architecture	
Fee Proposal:	7.7% (fee is based on Building Commission Fee Schedule) (if estimated cost of construction is \$500,000.00)
<p>Provide preliminary design & cost estimate (20% of Fee) Prepare Final design (20% of Fee) Prepare Construction Documents (45% of Fee) Assist the Owner in bidding process (5%) Construction Phase Services (10% of Fee/ includes 5 site visits during const.) Any additional services needed to construct the new building</p>	
<p>This fee includes structural, mechanical, plumbing, and electrical engineering. Fee does not include Civil/Geotechnical engineering, interior design, and other specialized consultants. Should the Owner request or require additional work or services beyond the scope of this proposal, the following hourly rates shall apply.</p>	
Classification	Hourly Billing Rate
Architect (Principal)	\$150.00
Structural Engineer	\$150.00
Landscape Architect	\$125.00
CAD Technician	\$85.00
Other	Cost Plus 15%

BIDDER: Mott MacDonald	
Fee Proposal:	Task 1. Programming \$4,500.00
<p>Meeting with Animal Shelter staff to determine project functionality, building form, cost, project phasing and future growth of the facility. Mott MacDonald is to verify existing equipment, spaces and the opinions of the complex operators and users. A program documents is to be developed and presented to the animal shelter.</p>	
Task 2. Schematic Design	
<p>The preliminary design development of all consultants groups of information relating to civil engineering, structural engineering, architectural, and mechanical, electrical & plumbing engineering. The project is to be defined to a schematic level which allows the owner/end users to approve the design before it proceeds to design development.</p>	
Task 3. Design Development	
<p>The schematic design is developed to a more detailed level where building construction materials and systems are integrated into the design. Communications will continue with owner to keep them informed and coordinate design progress.</p>	
Task 4. Construction Plans & Specifications	
<p>Civil Site Plan, Grading & Drainage Plan, Site Utilities Plan, Site Erosion and Sediment Control Plan, Site Details, Structural Building Plans, Architectural Floor Plans, Architectural Elevations, Window and Door Schedules, Reflected Ceiling Plans, Building Sections, Wall Sections, and Details, Mechanical, Plumbing & Electrical Plans</p>	
Task 5. Bidding & Negotiations, and Construction Administration	
Task 6. Construction Administration	
Lump Sum Fee:	<\$69,620> (lump sum based on ABC Fee Schedule: Building Group III \$800,001-\$900,000 project cost + 7.4% fee plus additional service for programming)
Reimbursable expenses: (not included)	
<p>Printing, drawing reproduction cost, postage, courier deliveries, mileage and miscellaneous expenses will be invoiced at cost plus 10%.</p>	
<p>Not included in price boundary and topographic survey. No Geotechnical services are included. Owner is to provide a third party special inspections. Mott MacDonald is not responsible for this work item. No included Landscape Architect, permit fees and advertising fees during bidding process. Any additional services will be furnished on an hourly basis or an agreed lump sum/percentage of construction fee adjustment, plus expenses.</p>	



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of September in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Telephone: 251-580-2520

and the Architect:
(Name, legal status, address and other information)

Allred Stolarski Architects, PA
605 Bel Air Blvd., Suite 11
Mobile AL 36606
Telephone: 251-219-6823

for the following Project:
(Name, location and detailed description)

New Baldwin County Animal Shelter Intake Building
15050 Co. Rd. 49
Summerdale, AL 36580

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be derived in the programming phase of the project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be derived in the programming phase of the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be derived in the programming phase of the project.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Complete Design Services and Publicly Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Wanda Gautney, Purchasing Director - (251) 580-2520
Wayne Dyess, County Administrator - (251) 580-2550

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Wanda Gautney, Purchasing Director, Baldwin County

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Southern Earth Sciences
105 AL-59
Summerdale, AL 36580

Init.

.2 Surveyor:

Smith Clark & Associates
PO Box 7082
Spanish Fort, AL 36577

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

John Stolarski, AIA
Allred Stolarski Architects
605 Bel Air Blvd., Suite 11
Mobile, AL 36606

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural/Civil Engineer:

Leib Engineering Company
PO Box 2266
Fairhope, AL 36532

.2 Mechanical Engineer:

H.M. Yonge and Assoc. Consulting Engineers, Inc.
253 St. Anthony Street
Mobile, AL 36603

.3 Electrical Engineer:

H.M. Yonge and Assoc. Consulting Engineers, Inc.
253 St. Anthony Street
Mobile, AL 36603

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Incl.
§ 4.1.1.2 Multiple preliminary designs	Incl.
§ 4.1.1.3 Measured drawings	Incl.
§ 4.1.1.4 Existing facilities surveys	Incl.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	Incl.
§ 4.1.1.6 Building Information Model management responsibilities	Incl.
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Incl.
§ 4.1.1.9 Landscape design	Incl.
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Incl.
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Incl.
§ 4.1.1.15 As-designed record drawings	Incl.
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Incl.
§ 4.1.1.21 Telecommunications/data design	Incl.
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site by the Architect during construction per month minimum
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants named herein.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, and assigns to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

If the project moves forward to completion Six (6.0) % of the Construction Cost .
If the project does not move forward, the Architect shall be paid based on the percentage of the services completed based on the final estimate.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

N/A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Response to specific needs for Additional Services will be made only as requested by the Owner. Compensation for these services shall be on an Hourly Basis in accordance with Allred Stolarski Architects Standard Hourly Rate Sheet Attachment A with the work to be performed only upon prior authorization and approval by the Owner.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

Init.

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project;
- .9 All taxes levied on and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

2.0 % Two percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)

.2 Other documents:

(List other documents, if any, forming part of the Agreement.)

1. ASA – Baldwin County Animal Shelter Intake Building Proposal letter dated August 8, 2019.
2. ASA hourly rates (2019).

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

John Stolarski, Vice-President

(Printed name, title, and license number, if required)

August 8, 2019

Wanda Gautney – Purchasing Director
Baldwin County Purchasing Department
257 Hand Avenue
Bay Minette, Alabama 36507

Wanda:

We appreciate the opportunity to provide Baldwin County with this proposal for Architectural Design Services for to the proposed new Baldwin County Animal Shelter Intake Building.

We understand the scope of this project based on the "Request for Fee Proposals for Architectural Services" email dated July 31, 2019 to be as required below:

- Review of the current proposed property
- Conduct a design workshop to establish design parameters and programming for a new animal shelter intake building, including meetings with county staff
- Visual review of property available for new intake building
- Develop a general scope of work and narrative description for the new intake building
- Provide a preliminary design and cost estimate
- Prepare Final Design
- Prepare Construction Documents
- Facilitate the Bidding/Award process
- Construction Administration Services

We propose a percentage fee of 6.0% of the construction cost of the project (or final estimate should the project not move forward) for full design services required for the above referenced project. This fee includes any Civil, Structural, Fire Protection, Mechanical, Plumbing and Electrical Engineering required to design this project.

Topographical Survey and Geotechnical Investigation services are not included in this proposal and shall be handled as reimbursable expenses. This work shall be coordinated by ASA on Baldwin County's behalf. Reimbursables will be direct pass-thru expenses without mark-up.

If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,



John Stolarski, AIA
Vice-President

ALLRED STOLARSKI ARCHITECTS, PA
2019 STANDARD HOURLY RATES

Principal	\$185.00
Project Architect	\$160.00
Digital Rendering / Graphic Designer	\$90.00
Interior Designer	\$90.00
Construction Administrator	\$90.00
Intern Architect	\$80.00
Clerical	\$60.00

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:28:42 ET on 09/18/2019.

PAGE 1

AGREEMENT made as of the Sixteenth day of September in the year 2019

...

Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Telephone: 251-580-2520

...

Allred Stolarski Architects, PA
605 Bel Air Blvd., Suite 11
Mobile AL 36606
Telephone: 251-219-6823

...

New Baldwin County Animal Shelter Intake Building
15050 Co. Rd. 49
Summerdale, AL 36580

PAGE 2

To be derived in the programming phase of the project.

...

To be derived in the programming phase of the project.

...

To be derived in the programming phase of the project.

PAGE 3

TBD

...

TBD

...

TBD

...

N/A

...

Complete Design Services and Publicly Bid

...

N/A

...

Wanda Gautney, Purchasing Director - (251) 580-2520
Wayne Dyess, County Administrator - (251) 580-2550

...

Wanda Gautney, Purchasing Director, Baldwin County

...

Southern Earth Sciences
105 AL-59
Summerdale, AL 36580

PAGE 4

.2 ~~Civil Engineer:~~ Surveyor:

Smith Clark & Associates
PO Box 7082
Spanish Fort, AL 36577

...

John Stolarski, AIA
Allred Stolarski Architects
605 Bel Air Blvd., Suite 11
Mobile, AL 36606

...

.1 ~~Structural~~ Structural/Civil Engineer:

Leib Engineering Company
PO Box 2266
Fairhope, AL 36532

...

H.M. Yonge and Assoc. Consulting Engineers, Inc.
253 St. Anthony Street
Mobile, AL 36603

...

H.M. Yonge and Assoc. Consulting Engineers, Inc.
253 St. Anthony Street
Mobile, AL 36603

PAGE 5

None

...

N/A

...

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

PAGE 8

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

PAGE 11

§ 4.1.1.1	Programming	<u>Incl.</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Incl.</u>
§ 4.1.1.3	Measured drawings	<u>Incl.</u>
§ 4.1.1.4	Existing facilities surveys	<u>Incl.</u>
§ 4.1.1.5	Site evaluation and planning	<u>Incl.</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Incl.</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Incl.</u>
§ 4.1.1.9	Landscape design	<u>Incl.</u>
§ 4.1.1.10	Architectural interior design	<u>N/A</u>
§ 4.1.1.11	Value analysis	<u>N/A</u>

§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Incl.</u>
§ 4.1.1.13	On-site project representation	<u>Owner</u>
§ 4.1.1.14	Conformed documents for construction	<u>Incl.</u>
§ 4.1.1.15	As-designed record drawings	<u>Incl.</u>
§ 4.1.1.16	As-constructed record drawings	<u>Contractor</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18	Facility support services	<u>N/A</u>
§ 4.1.1.19	Tenant-related services	<u>N/A</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Incl.</u>
§ 4.1.1.21	Telecommunications/data design	<u>Incl.</u>
§ 4.1.1.22	Security evaluation and planning	<u>N/A</u>
§ 4.1.1.23	Commissioning	<u>N/A</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25	Fast-track design services	<u>N/A</u>
§ 4.1.1.26	Multiple bid packages	<u>N/A</u>
§ 4.1.1.27	Historic preservation	<u>N/A</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

PAGE 12

N/A

PAGE 13

N/A

...

- ~~.5 — Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6 — Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 — Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...

- ~~.1 — Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site by the Architect during construction per month minimum

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.~~ The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's ~~consultants~~ consultants named herein.

PAGE 17

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

...

☒ Litigation in a court of competent jurisdiction

PAGE 19

None

...

None

...

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, ~~assigns, and legal representatives and assigns~~ to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

PAGE 20

~~()~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. If the project moves forward to completion Six (6.0) % of the Construction Cost .
If the project does not move forward, the Architect shall be paid based on the percentage of the services completed based on the final estimate.

PAGE 21

N/A

...

N/A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Bidding Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

Response to specific needs for Additional Services will be made only as requested by the Owner. Compensation for these services shall be on an Hourly Basis in accordance with Allred Stolarski Architects Standard Hourly Rate Sheet Attachment A with the work to be performed only upon prior authorization and approval by the Owner.

PAGE 22

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, ~~or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Project;~~
- .9 All taxes levied on ~~professional services~~ and on reimbursable expenses;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

§ 11.9 ~~Architect's Insurance.~~ If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

2.0 % Two percent per annum

...

N/A
PAGE 23

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203 2013 incorporated into this agreement.)~~

~~.3 Exhibits:~~

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~

~~[] Other Exhibits incorporated into this Agreement:~~

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

~~.4 Other~~

~~.2 Other documents:~~

...

1. ASA – Baldwin County Animal Shelter Intake Building Proposal letter dated August 8, 2019.

2. ASA hourly rates (2019).

...

John Stolarski, Vice-President



Baldwin County Commission

Agenda Action Form

File #: 19-2206, **Version:** 1

Item #: BD2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

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

Extend Competitive Bid WG18-39A - Annual Rental of Portable Toilets to **A & M Portables, Inc.**, for an additional twelve (12) months at the same prices and terms stated in the original bid award on November 20, 2018. The new extension will expire on November 20, 2020.

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.

11/20/2018 meeting: Awarded the bid for the Annual Rental of Portable Toilets to A & M Portables, Inc., as per the attached Award Listing.

Background: The Parks Department is requesting that the Commission extend the bid for the Annual Rental of Portable Toilets with A & M Portables, Inc., that was awarded on November 20, 2018, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, A & M Portables, Inc., has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on November 20, 2020. Award Listing attached for review.

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: 10/15/2019

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

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

Additional instructions/notes: N/A

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 #: 19-2207, **Version:** 1

Item #: BD3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Probate Judge, Harry D'Olive

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-52 - Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Business Systems & Consultants, Inc.**, for the Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate as follows and authorize the Chairman to execute the Contract.

Total Cost per image per document: \$0.46 per Image

Image Scanner Model: Canon G-1100/Panasonic KV-S8147 or Book Eye Scanner

BACKGROUND INFORMATION

Previous Commission action/date:

08/20/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate; 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 Thursday, September 19, 2019, at 1:30 P.M. Four (4) bids were received. The lowest bid was received from Business Systems & Consultants, Inc. The scope of work is to convert approximately 46,700 pages from the old Deed Books, Marriage Books and Marriage Records to digital images per Code of Alabama, Section 12-13-46, that states "The probate judge, deeming it necessary to recopy or rebind any books in his office, including maps or plats, in order to secure their contents from damage or loss must submit the same to the examination of the county commission, which, if it deems such rebinding or recopying necessary must, upon its minutes, order the same to be made, and the probate judge must make the same in good and substantial books or binding and the county commission must allow him a reasonable compensation therefore."

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

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$23,000.00

Budget line item(s) to be used: 51300

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-52 - BID TABULATION**Provision of Onsite Document Scanning/Digital Image & Indexing Conversion Services**

BIDDER: Business Systems & Consultants, Inc.	
Bid Amount:	
Image Scanner Model:	Canon G-1100 or Panasonic KV-S8147 or Book Eye Scanner
Total Cost per image per document:	\$0.46 per Image
(price must include hard drive, prepping & indexing of delivered documents)	
Bid Bond: Yes	

BIDDER: Scanning America, Inc.	
Bid Amount:	
Image Scanner Model:	Zeutschel OS 12000 A1
Total Cost per image per document:	\$0.64 per image
(price must include hard drive, prepping & indexing of delivered documents)	
Deed Books	
Index	Index Year recorded, Grantor or Grantee name
Oversize	≤24 x 36
Scan	17300 \$0.35 \$6,055.00
Reassembly	17300 \$0.03 \$519.00
OCR	17300 \$0.01 \$173.00
Index	17300 \$0.25 \$4,325.00
\$11,072.00	
Marriage Books	
Index	Index Year, Birde name, Groom name
Oversize	≤24 x 36, 8 x8 and 12 x 18
Scan	7950 \$0.35 \$2,782.50
Reassembly	7950 \$0.03 \$238.50
OCR	7950 \$0.01 \$79.50
Index	7950 \$0.25 \$1,987.50
\$5,088.00	
Marriage Records	
Index	Index Year, Birde name, Groom name
Oversize	≤24 x 36, 8 x8 and 12 x 18
Scan	21450 \$0.35 \$7,507.50
Reassembly	21450 \$0.03 \$643.50
OCR	21450 \$0.01 \$214.50
Index	21450 \$0.25 \$5,362.50
\$13,728.00	
Estimated Total	\$29,888.00
Bid Bond: Yes	

BIDDER: Syscon	
Bid Amount:	
Image Scanner Model:	Zeutschel or Fuizitsu Scanners will be used, this is dictated by the project & the documents being processed
Total Cost per image per document:	\$0.8653 (\$40,410.00 ÷ 46700) per Image
(price must include hard drive, prepping & indexing of delivered documents)	
Bid Bond: Yes	

BIDDER: U S Imaging, Inc.	
Bid Amount:	
Image Scanner Model:	Image Access Bookeye Scanner / InoTec Scanner
Total Cost per image per document:	\$0.5286 per Image
(price must include hard drive, prepping & indexing of delivered documents)	
Bid Bond: Yes	

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 Business Systems and Consultants, Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, August 20, 2019, the COUNTY authorized staff to solicit bids for the Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate; and

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

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: Business Systems and Consultants, 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: Business Systems & Consultants, Inc.
113 Little Valley Court
Birmingham, AL 35244
ATTN: Rick Romano

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 #WG19-52", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG19-22 – Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate".

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

- XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$0.46 per image. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

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

- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission,

by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

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

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

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

WAYNE DYESS / Date
County Administrator

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

PROVIDER:

Business Systems & Consultants, Inc.

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

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

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

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-2208, **Version:** 1

Item #: BD4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-53 - Provision of Bituminous Materials for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid as per the attached Award Listings for each category of headings to for **Mobile Asphalt Co., and Hosea O. Weaver & Sons, Inc.**, the Provision of Bituminous Materials.

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2019 meeting: 1) Approved the specifications for the Provision of Bituminous Materials and authorized the Purchasing Director to place a competitive bid; and
2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on September 24, 2019, at 1:30 P.M. Two (2) bids were received. Award recommendations were based on transportation cost and supply location for picked up materials and to the lowest bidder on delivered materials. Bid Tabulation and Award Listings attached. 2018 Pricing attached for Commission review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Letter to Bidders

Additional instructions/notes: N/A

Competitive Bid#WG19-53 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/16/19 to 10/16/20

AREA 100 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$54.35	MAC	Prime
BC-723	\$61.25	WEAVER	Secondary
424A-280	\$66.00	MAC	Prime
424A-280	\$70.25	WEAVER	Secondary
424A-281	\$66.00	MAC	Prime
424A-281	\$69.25	WEAVER	Secondary
424A-336	\$61.00	MAC	Prime
424A-336	\$65.00	WEAVER	Secondary
424A-340	\$58.90	MAC	Prime
424A-340	\$63.50	WEAVER	Secondary
424A-341	\$59.35	MAC	Prime
424A-341	\$62.10	WEAVER	Secondary
424A-360	\$58.90	MAC	Prime
424A-360	\$63.50	WEAVER	Secondary
424A-361	\$59.35	MAC	Prime
424A-361	\$62.10	WEAVER	Secondary
424B-293	\$51.25	MAC	Prime
424B-293	\$57.25	WEAVER	Secondary
424B-635	\$51.90	MAC	Prime
424B-635	\$57.75	WEAVER	Secondary
424B-636	\$49.75	MAC	Prime
424B-636	\$57.25	WEAVER	Secondary
424B-637	\$49.75	MAC	Prime
424B-637	\$57.25	WEAVER	Secondary
424B-651	\$49.75	MAC	Prime
424B-651	\$57.25	WEAVER	Secondary
424B-663	\$51.25	MAC	Prime
424B-663	\$57.25	WEAVER	Secondary
424B-648	\$51.25	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Cold-Mix 50 LB BAG Delivered	Prime	\$25.00	MAC
	Secondary	No Bid	
Recylce Asphalt (RAP)- Delivered	Prime	\$27.00	WEAVER
	Secondary	No Bid	

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

Competitive Bid#WG19-53 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/16/19 to 10/16/20

AREA 200 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$53.35	MAC	Prime
BC-723	\$58.00	WEAVER	Secondary
424A-280	\$65.00	MAC	Prime
424A-280	\$67.00	WEAVER	Secondary
424A-281	\$65.00	MAC	Prime
424A-281	\$66.00	WEAVER	Secondary
424A-336	\$60.00	MAC	Prime
424A-336	\$61.75	WEAVER	Secondary
424A-340	\$57.90	MAC	Prime
424A-340	\$60.25	WEAVER	Secondary
424A-341	\$58.35	MAC	Prime
424A-341	\$58.85	WEAVER	Secondary
424A-360	\$57.90	MAC	Prime
424A-360	\$60.25	WEAVER	Secondary
424A-361	\$58.35	MAC	Prime
424A-361	\$58.85	WEAVER	Secondary
424B-293	\$50.25	MAC	Prime
424B-293	\$54.00	WEAVER	Secondary
424B-635	\$50.90	WEAVER	Prime
424B-635	\$54.50	MAC	Secondary
424B-636	\$48.75	MAC	Prime
424B-636	\$54.00	WEAVER	Secondary
424B-637	\$48.75	MAC	Prime
424B-637	\$54.00	WEAVER	Secondary
424B-651	\$48.75	MAC	Prime
424B-651	\$54.00	WEAVER	Secondary
424B-663	\$50.25	MAC	Prime
424B-663	\$54.00	WEAVER	Secondary
424B-648	\$50.25	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Cold-Mix 50 LB BAG Delivered	Prime	\$25.00	MAC
	Secondary	No Bid	
Recycle Asphalt (RAP)- Delivered	Prime	\$26.00	WEAVER
	Secondary	No Bid	

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

Competitive Bid#WG19-53 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/16/19 to 10/16/20

AREA 300 Delivered Prices Only

Description of Item		Delivered	Bidder	
BC-723		\$58.85	MAC	Prime
BC-723		\$62.50	WEAVER	Secondary
424A-280		\$71.25	MAC	Prime
424A-280		\$71.50	WEAVER	Secondary
424A-281		\$70.50	WEAVER	Prime
424A-281		\$71.25	MAC	Secondary
424A-336		\$66.00	MAC	Prime
424A-336		\$66.25	WEAVER	Secondary
424A-340		\$64.00	MAC	Prime
424A-340		\$64.75	WEAVER	Secondary
424A-341		\$63.35	WEAVER	Prime
424A-341		\$64.00	MAC	Secondary
424A-360		\$64.00	MAC	Prime
424A-360		\$64.75	WEAVER	Secondary
424A-361		\$63.35	WEAVER	Prime
424A-361		\$64.00	MAC	Secondary
424B-293		\$55.70	MAC	Prime
424B-293		\$58.50	WEAVER	Secondary
424B-635		\$56.30	WEAVER	Prime
424B-635		\$59.00	MAC	Secondary
424B-636		\$54.20	MAC	Prime
424B-636		\$58.50	WEAVER	Secondary
424B-637		\$54.20	MAC	Prime
424B-637		\$58.50	WEAVER	Secondary
424B-651		\$54.20	MAC	Prime
424B-651		\$58.50	WEAVER	Secondary
424B-663		\$55.70	MAC	Prime
424B-663		\$58.50	WEAVER	Secondary
424B-648		\$55.70	MAC	Prime
424B-648		No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Cold-Mix 50 LB BAG Delivered	Prime	\$25.00	MAC
	Secondary	No Bid	
Recycle Asphalt (RAP)- Delivered	Prime	No Bid	
	Secondary	No Bid	

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

COMPETITIVE BID #WG19-53 Award Listing
BITUMINOUS MATERIALS
Area 100, 200, 300
Picked Up Prices Based on Facility Location Only
Effective 10/16/19 to 10/16/20

DESCRIPTION	Mobile Asphalt Co.			Hosea O. Weaver
	Bay Minette	Saraland	Foley	Cut off Rd.Mobile
	Prime			Secondary
BC-723	\$ 50.65			\$ 50.00
424A-280	\$ 63.40			\$ 59.00
424A-281	\$ 63.30			\$ 58.00
424A-336	\$ 58.30			\$ 53.75
424A-340	\$ 55.20			\$ 52.25
424A-341	\$ 55.65			\$ 50.85
424A-360	\$ 55.20			\$ 52.25
424A-361	\$ 55.65			\$ 50.85
424A-293	\$ 47.00			\$ 46.00
424B-635	\$ 49.20			\$ 46.50
424B-636	\$ 47.00			\$ 46.00
424B-637	\$ 47.00			\$ 46.00
424B-663	\$ 47.00			\$ 46.00
424B-648	\$ 47.00			\$ 46.00
			Secondary	
Recycle Asphalt (RAP)	\$ 17.00		\$ 20.00	
Cold Mix Asphalt - 50 lb bag	\$ 15.00		\$ 15.00	NO BID
	FOB Theodore		FOB Theodore	

Prime pricing in RED
Secondary pricing in Black

MAC plant locations:
Bay Minette - 43382 Nicholasville Rd.
Saraland - 1370 Hwy 43 S.
Foley - 21650 Doc McDuffie Rd.

H. O. Weaver plant location: Moible - Bay Bridge Cut Off Rd.

The Baldwin County Highway Department recommends Mobile Asphalt be awarded the prime for pick-up of bituminous material. H.O Weaver was lower per ton but due to possible traffic delays and factoring in equipment/labor cost Mobile Asphalt was the better choice for prime. *

COMPETITIVE BID #WG19-53 Bid Tabulation
BITUMINOUS MATERIALS AREA 100
Delivered Prices Only

DESCRIPTION	Mobile Asphalt Co. Delivered	Hosea O. Weaver Delivered
BC-723	\$54.35	\$61.25
424A-280	\$66.00	\$70.25
424A-281	\$66.00	\$69.25
424A-336	\$61.00	\$65.00
424A-340	\$58.90	\$63.50
424A-341	\$59.35	\$62.10
424A-360	\$58.90	\$63.50
424A-361	\$59.35	\$62.10
424B-293	\$51.25	\$57.25
424B-635	\$51.90	\$57.75
424B-636	\$49.75	\$57.25
424B-637	\$49.75	\$57.25
424B-651	\$49.75	\$57.25
424B-663	\$51.25	\$57.25
424B-648	\$51.25	
Recycle Asphalt (RAP)	No Bid	\$27.00
Cold Mix Asphalt - 50 lb bag	\$25.00	No Bid

COMPETITIVE BID #WG19-53 Bid Tabulation
BITUMINOUS MATERIALS AREA 200
Delivered Prices Only

DESCRIPTION	Mobile Asphalt Co. Delivered	Hosea O. Weaver Delivered
BC-723	\$53.35	\$58.00
424A-280	\$65.00	\$67.00
424A-281	\$65.00	\$66.00
424A-336	\$60.00	\$61.75
424A-340	\$57.90	\$60.25
424A-341	\$58.35	\$58.85
424A-360	\$57.90	\$60.25
424A-361	\$58.35	\$58.85
424B-293	\$50.25	\$54.00
424B-635	\$50.90	\$54.50
424B-636	\$48.75	\$54.00
424B-637	\$48.75	\$54.00
424B-651	\$48.75	\$54.00
424B-663	\$50.25	\$54.00
424B-648	\$50.25	
Recycle Asphalt (RAP)	No Bid	\$26.00
Cold Mix Asphalt - 50 lb bag	\$25.00	No Bid

COMPETITIVE BID #WG19-53 Bid Tabulation
BITUMINOUS MATERIALS AREA 300
Delivered Prices Only

DESCRIPTION	Mobile Asphalt Co. Delivered	Hosea O. Weaver Delivered
BC-723	\$58.85	\$62.50
424A-280	\$71.25	\$71.50
424A-281	\$71.25	\$70.50
424A-336	\$66.00	\$66.25
424A-340	\$64.00	\$64.75
424A-341	\$64.00	\$63.35
424A-360	\$64.00	\$64.75
424A-361	\$64.00	\$63.35
424B-293	\$55.70	\$58.50
424B-635	\$56.30	\$59.00
424B-636	\$54.20	\$58.50
424B-637	\$54.20	\$58.50
424B-651	\$54.20	\$58.50
424B-663	\$55.70	\$58.50
424B-648	\$55.70	
Recycle Asphalt (RAP)	No Bid	No Bid
Cold Mix Asphalt - 50 lb bag	\$25.00	No Bid

COMPETITIVE BID #WG19-53 Bid Tabulation**BITUMINOUS MATERIALS**

Area 100, 200, 300

Picked Up Prices Based on Facility Location Only

DESCRIPTION	Mobile Asphalt Co.			Hosea O. Weaver
	Bay Minette	Saraland	Foley	Cut off Rd.Mobile
BC-723	\$50.65	\$50.65	\$55.00	\$50.00
424A-280	\$63.40	\$63.40	\$69.00	\$59.00
424A-281	\$63.30	\$63.30	\$69.00	\$58.00
424A-336	\$58.30	\$58.30	\$63.80	\$53.75
424A-340	\$55.20	\$55.20	\$60.00	\$52.25
424A-341	\$55.65	\$55.65	\$60.00	\$50.85
424A-360	\$55.20	\$55.20	\$60.00	\$52.25
424A-361	\$55.65	\$55.65	\$60.00	\$50.85
424B-293	\$47.00	\$47.00	\$52.00	\$46.00
424B-635	\$49.20	\$49.20	\$54.10	\$46.50
424B-636	\$47.00	\$47.00	\$52.00	\$46.00
424B-637	\$47.00	\$47.00	\$52.00	\$46.00
424B-651	\$47.00	\$47.00	\$52.00	\$46.00
424B-663	\$47.00	\$47.00	\$52.00	\$46.00
Recycle Asphalt (RAP)	\$17.00	\$17.00	\$20.00	\$18.00
	FOB Theodore	FOB Theodore	FOB Theodore	

Competitive Bid#WG18-40 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/18/18 to 10/18/19

AREA 100 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$54.15	MAC	Prime
BC-723	\$62.25	WEAVER	Secondary
424A-280	\$67.15	MAC	Prime
424A-280	\$74.00	WEAVER	Secondary
424A-281	\$66.40	MAC	Prime
424A-281	\$70.50	WEAVER	Secondary
424A-336	\$62.35	MAC	Prime
424A-336	\$69.25	WEAVER	Secondary
424A-340	\$60.35	MAC	Prime
424A-340	\$66.25	WEAVER	Secondary
424A-341	\$60.35	MAC	Prime
424A-341	\$63.50	WEAVER	Secondary
424A-360	\$60.35	MAC	Prime
424A-360	\$66.25	WEAVER	Secondary
424A-361	\$60.35	MAC	Prime
424A-361	\$63.50	WEAVER	Secondary
424A-293	\$51.15	MAC	Prime
424A-293	\$55.50	WEAVER	Secondary
424B-635	\$58.30	MAC	Prime
424B-635	\$59.00	WEAVER	Secondary
424B-636	\$49.65	MAC	Prime
424B-636	\$55.50	WEAVER	Secondary
424B-637	\$49.65	MAC	Prime
424B-637	\$55.50	WEAVER	Secondary
424B-651	\$49.65	MAC	Prime
424B-651	\$55.50	WEAVER	Secondary
424B-663	\$51.15	MAC	Prime
424B-663	\$55.50	WEAVER	Secondary
424B-648	\$51.15	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Eagle Utilities & Vault Co. supply location is Athens, AL

Cold-Mix 50 LB BAG Delivered	Prime	\$18.95	EAGLE UTILITIES
	Secondary	\$20.00	MAC
Recylce Asphalt (RAP)- Delivered	Prime	No Bid	
	Secondary	No Bid	

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Competitive Bid#WG18-40 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/18/18 to 10/18/19

AREA 200 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$53.15	MAC	Prime
BC-723	\$59.00	WEAVER	Secondary
424A-280	\$66.15	MAC	Prime
424A-280	\$70.50	WEAVER	Secondary
424A-281	\$65.40	MAC	Prime
424A-281	\$67.25	WEAVER	Secondary
424A-336	\$61.35	MAC	Prime
424A-336	\$66.00	WEAVER	Secondary
424A-340	\$59.35	MAC	Prime
424A-340	\$63.00	WEAVER	Secondary
424A-341	\$59.35	MAC	Prime
424A-341	\$60.25	WEAVER	Secondary
424A-360	\$59.35	MAC	Prime
424A-360	\$63.00	WEAVER	Secondary
424A-361	\$59.35	MAC	Prime
424A-361	\$60.25	WEAVER	Secondary
424A-293	\$50.15	MAC	Prime
424A-293	\$52.25	WEAVER	Secondary
424B-635	\$56.00	WEAVER	Prime
424B-635	\$57.30	MAC	Secondary
424B-636	\$48.65	MAC	Prime
424B-636	\$52.25	WEAVER	Secondary
424B-637	\$48.65	MAC	Prime
424B-637	\$52.25	WEAVER	Secondary
424B-651	\$48.65	MAC	Prime
424B-651	\$52.25	WEAVER	Secondary
424B-663	\$50.15	MAC	Prime
424B-663	\$52.25	WEAVER	Secondary
424B-648	\$50.15	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Eagle Utilities & Vault Co. supply location is Athens, AL

Cold-Mix 50 LB BAG Delivered	Prime	\$18.95	EAGLE UTILITIES
	Secondary	\$19.00	MAC
Recylce Asphalt (RAP)- Delivered	Prime	No Bid	
	Secondary	No Bid	

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

Competitive Bid#WG18-40 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/18/18 to 10/18/19

AREA 300 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$59.40	MAC	Prime
BC-723	\$63.50	WEAVER	Secondary
424A-280	\$73.00	MAC	Prime
424A-280	\$75.00	WEAVER	Secondary
424A-281	\$72.00	WEAVER	Prime
424A-281	\$73.00	MAC	Secondary
424A-336	\$65.85	MAC	Prime
424A-336	\$70.50	WEAVER	Secondary
424A-340	\$65.10	MAC	Prime
424A-340	\$67.50	WEAVER	Secondary
424A-341	\$64.75	WEAVER	Prime
424A-341	\$65.10	MAC	Secondary
424A-360	\$65.10	MAC	Prime
424A-360	\$67.50	WEAVER	Secondary
424A-361	\$64.75	WEAVER	Prime
424A-361	\$65.10	MAC	Secondary
424A-293	\$54.75	MAC	Prime
424A-293	\$56.75	WEAVER	Secondary
424B-635	\$60.25	WEAVER	Prime
424B-635	\$62.25	MAC	Secondary
424B-636	\$53.25	MAC	Prime
424B-636	\$56.75	WEAVER	Secondary
424B-637	\$53.25	MAC	Prime
424B-637	\$56.75	WEAVER	Secondary
424B-651	\$53.25	MAC	Prime
424B-651	\$56.75	WEAVER	Secondary
424B-663	\$54.75	MAC	Prime
424B-663	\$56.75	WEAVER	Secondary
424B-648	\$54.75	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Eagle Utilities & Vault Co. supply location is Athens, AL

Cold-Mix 50 LB BAG Delivered	Prime	\$18.95	EAGLE UTILITIES
	Secondary	\$19.00	MAC
Recylce Asphalt (RAP)- Delivered	Prime	No Bid	
	Secondary	No Bid	

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

COMPETITIVE BID #WG17-33 Award Listing
BITUMINOUS MATERIALS
Area 100, 200, 300
Picked Up Prices Based on Facility Location Only

DESCRIPTION	Mobile Asphalt Co.		Hosea O. Weaver Cut off Rd.Mobile
	Bay Minette	Foley	
	Prime	Secondary	
BC-723	\$50.45	\$55.25	
424A-280	\$64.50	\$69.50	
424A-281	\$63.70	\$69.50	
424A-336	\$59.65	\$62.65	
424A-340	\$56.65	\$60.90	
424A-341	\$56.65	\$60.90	
424A-360	\$56.65	\$60.90	
424A-361	\$56.65	\$60.90	
424A-293	\$46.95	\$50.00	
424B-635	\$55.60	\$59.00	
424B-636	\$46.95	\$50.00	Prime \$52.00
424B-637	\$46.95	\$50.00	
424B-663	\$46.95	\$50.00	
424B-648	\$46.95	\$50.00	
Recycle Asphalt (RAP)	\$17.00 Prime	\$20.00 Secondary	
Cold Mix Asphalt - 50 lb bag	\$14.50 FOB Theodore	\$14.50 FOB Theodore	

Prime pricing in RED
Secondary pricing in Black

MAC plant locations:
 Bay Minette - 43382 Nicholasville Rd.
 Saraland - 1370 Hwy 43 S.
 Foley - 21650 Doc McDuffie Rd.

H. O. Weaver plant location: Mobile - Bay Bridge Cut Off Rd.



Baldwin County Commission

Agenda Action Form

File #: 19-2209, **Version:** 1

Item #: BD5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-54 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Labor and Equipment for Asphalt Placement as per the attached Award Listing to **Ammons & Blackmon Construction, LLC, as the Prime Contractor and Mobile Asphalt Co., LLC, as the Secondary Contractor** and authorize the Chairman to execute the attached Contracts.

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision Labor and Equipment for Asphalt Placement; 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 September 24, 2019 at 2:30 P.M. Two (2) bids were received. The bid had two (2) options in the specifications. Option 1 is for the contractor to start work within 14 calendar days of issuance of Notice to Proceed and Option 2 is for the contractor to start work within 7 calendar days of the issuance of Notice to Proceed. The bid will be awarded to a Prime and Secondary Contractor so if for some reason the Prime Contractor does not or cannot start work within the time stated, the County reserves the option to use the Secondary Vendor to perform the work as stated in bid specifications. The lowest responsible bidder, who met all the specifications, was Ammons & Blackmon Construction, LLC, as the Prime Contractor and Mobile Asphalt Co, LLC, as the Secondary Contractor as per the attached Contract. Award Listing attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Additional instructions/notes: N/A

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

PAVING BID (OPTION 1)		BIDDER	BIDDER
Work to begin within 14 calendar day of NTP		Mobile Asphalt	Ammons & Blackmon
		SECONDARY	PRIME
1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.			
BC-723 Baldwin County Bituminous plant mix			
0-50 tons	Per Ton	No Bid	\$160.00
51-150 tons	Per Ton	No Bid	\$80.00
151-500 tons	Per Ton	\$42.50	\$32.00
501-1000 tons	Per Ton	\$16.00	\$16.00
1001 tons & above	Per Ton	\$15.25	\$15.50
424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	No Bid	\$160.00
51-150 tons	Per Ton	No Bid	\$80.00
151-500 tons	Per Ton	\$42.50	\$32.00
501-1000 tons	Per Ton	\$16.00	\$16.00
1001 tons & above	Per Ton	\$15.25	\$15.50
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	No Bid	\$160.00
51-150 tons	Per Ton	No Bid	\$80.00
151-500 tons	Per Ton	\$42.50	\$32.00
501-1000 tons	Per Ton	\$16.00	\$16.00
1001 tons & above	Per Ton	\$15.25	\$15.50
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	No Bid	\$160.00
51-150 tons	Per Ton	No Bid	\$80.00
151-500 tons	Per Ton	\$42.50	\$32.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award**

501-1000 tons
1001 tons & above

Per Ton
Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

PAVING BID (OPTION 1) Work to begin within 14 calendar day of NTP

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award****BC-723 Baldwin County Bituminous plant mix**

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons

Per Ton

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
No Bid			\$109.00
\$45.75			\$46.00
\$19.25			\$18.00
\$17.50			\$17.50
No Bid			\$214.00
No Bid			\$109.00
\$45.75			\$46.00
\$19.25			\$18.00
\$17.50			\$17.50
No Bid			\$214.00
No Bid			\$109.00
\$45.75			\$46.00
\$19.25			\$18.00
\$17.50			\$17.50
No Bid			\$164.00
No Bid			\$84.00
\$45.75			\$36.00
\$19.25			\$20.00
\$17.50			\$19.50

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
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BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award**

51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
Per Ton	No Bid		\$84.00
Per Ton	\$45.75		\$36.00
Per Ton	\$19.25		\$20.00
Per Ton	\$17.50		\$19.50
Per Ton	No Bid		\$164.00
Per Ton	No Bid		\$84.00
Per Ton	\$45.75		\$36.00
Per Ton	\$19.25		\$20.00
Per Ton	\$17.50		\$19.50
Per Ton	No Bid		\$178.00
Per Ton	No Bid		\$88.00
Per Ton	\$42.50		\$35.20
Per Ton	\$25.00		\$25.15
Per Ton	\$25.00		\$24.65
Per Ton	No Bid		\$178.00
Per Ton	No Bid		\$88.00
Per Ton	\$42.50		\$35.20
Per Ton	\$25.00		\$25.15
Per Ton	\$25.00		\$24.65

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501 tons & above	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
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BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
No Bid			\$88.00
\$42.50			\$35.20
\$25.00			\$25.15
\$25.00			\$24.65
PAVING BID (OPTION 1)		Work to begin within 14 calendar day of NTP	
5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.			
BC-723 Baldwin County Bituminous plant mix			
0-50 tons	Per Ton	No Bid	\$180.00
51-150 tons	Per Ton	No Bid	\$90.00
151-500 tons	Per Ton	\$45.75	\$35.00
501-1000 tons	Per Ton	\$19.25	\$12.00
1001 tons & above	Per Ton	\$17.50	\$11.50
424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	No Bid	\$180.00
51-150 tons	Per Ton	No Bid	\$90.00
151-500 tons	Per Ton	\$45.75	\$35.00
501-1000 tons	Per Ton	\$19.25	\$12.00
1001 tons & above	Per Ton	\$17.50	\$11.50
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	No Bid	\$180.00
51-150 tons	Per Ton	No Bid	\$90.00
151-500 tons	Per Ton	\$45.75	\$35.00
501-1000 tons	Per Ton	\$19.25	\$12.00
1001 tons & above	Per Ton	\$17.50	\$11.50

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

PAVING BID (OPTION 2)	Work to begin within 7 calendar day of NTP
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Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement Bid Award

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons

Per Ton
Per Ton
Per Ton
Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00

Provision for Labor and Equipment of Asphalt Placement Bid Award

Per Ton

0-50 tons

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

0-50 tons

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

0-50 tons

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

[illegible]

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons

Per Ton
 Per Ton

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

PAVING BID (OPTION 2)	Work to begin within 7 calendar day of NTP
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3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
\$45.75	\$46.00
\$19.25	\$18.00
\$17.50	\$17.50
No Bid	\$214.00
No Bid	\$109.00
\$45.75	\$46.00
\$19.25	\$18.00
\$17.50	\$17.50
No Bid	\$214.00
No Bid	\$109.00
\$45.75	\$46.00
\$19.25	\$18.00
\$17.50	\$17.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
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BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

PAVING BID (OPTION 2)	Work to begin within 7 calendar day of NTP
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4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65

PAVING BID (OPTION 2)	Work to begin within 7 calendar day of NTP
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5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons

Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award**

1001 tons & above

Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Bid Award

Execptions:

Mobile Asphalt Company, LLC - For all options, Baldwin County shall deliver asphat to spreader per Bid WG18-53 - Delivered to Area's 100,200 or 300.

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME

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 **Ammons & Blackmon Construction, LLC**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular held meeting on Tuesday, September 3, 2019, the COUNTY authorized staff to solicit bids for Provision of Labor and Equipment for Asphalt Placement; and

Whereas, PROVIDER presented the lowest responsible bid to the COUNTY as the **Prime Contractor**, 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: Ammons & Blackmon 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 whether or not said law or regulation is mentioned herein.

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: Ammons & Blackmon Construction, LLC
P. O. Box 7486
Spanish Fort, AL 36577
ATTN: Chad Ammons

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 #WG19-54”**, 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 #WG19-54 named, Provision for Labor and Equipment for Asphalt Placement for the Baldwin County Commission”.

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

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

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

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the

scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be 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 and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration October 16, 2020, or upon a notification thereof received by either party within the required ten (10) day period. Work must begin on each individual project as directed by the Baldwin County Engineer project within seven (7) calendar days of issuance of Notice to Proceed. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

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

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

COUNTY

ATTEST:

CHARLES F. GRUBER, Chairman /Date

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

AMMONS & BLACKMON 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 Ammons & Blackmon 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 Ammons & Blackmon Construction, LLC.

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

Notary Public
My Commission Expires

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

PAVING BID (OPTION 1)		Work to begin within 14 calendar day of NTP	Prime Contractor
			Ammons & Blackmon
1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.			
BC-723 Baldwin County Bituminous plant mix			
0-50 tons	Per Ton	\$160.00	
51-150 tons	Per Ton	\$80.00	
151-500 tons	Per Ton	\$32.00	
501-1000 tons	Per Ton	\$16.00	
1001 tons & above	Per Ton	\$15.50	
424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	\$160.00	
51-150 tons	Per Ton	\$80.00	
151-500 tons	Per Ton	\$32.00	
501-1000 tons	Per Ton	\$16.00	
1001 tons & above	Per Ton	\$15.50	
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	\$160.00	
51-150 tons	Per Ton	\$80.00	
151-500 tons	Per Ton	\$32.00	
501-1000 tons	Per Ton	\$16.00	
1001 tons & above	Per Ton	\$15.50	
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B			

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
PAVING BID (OPTION 1)		
Work to begin within 14 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement Award Listing

Effective Date: 10/16/2019 through 10/16/2020

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton	\$178.00
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51-150 tons

Per Ton	\$88.00
---------	---------

151-500 tons

Per Ton	\$35.20
---------	---------

501-1000 tons

Per Ton	\$25.15
---------	---------

1001 tons & above

Per Ton	\$24.65
---------	---------

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton	\$178.00
---------	----------

51-150 tons

Per Ton	\$88.00
---------	---------

151-500 tons

Per Ton	\$35.20
---------	---------

501-1000 tons

Per Ton	\$25.15
---------	---------

1001 tons & above

Per Ton	\$24.65
---------	---------

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton	\$178.00
---------	----------

51-150 tons

Per Ton	\$88.00
---------	---------

151-500 tons

Per Ton	\$35.20
---------	---------

501 tons & above

Per Ton	\$25.15
---------	---------

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
PAVING BID (OPTION 1)		
Work to begin within 14 calendar day of NTP		

"ATTACHMENT A"

Competive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton	\$180.00
---------	----------

51-150 tons

Per Ton	\$90.00
---------	---------

151-500 tons

Per Ton	\$35.00
---------	---------

501-1000 tons

Per Ton	\$12.00
---------	---------

1001 tons & above

Per Ton	\$11.50
---------	---------

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton	\$180.00
---------	----------

51-150 tons

Per Ton	\$90.00
---------	---------

151-500 tons

Per Ton	\$35.00
---------	---------

501-1000 tons

Per Ton	\$12.00
---------	---------

1001 tons & above

Per Ton	\$11.50
---------	---------

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton	\$180.00
---------	----------

51-150 tons

Per Ton	\$90.00
---------	---------

151-500 tons

Per Ton	\$35.00
---------	---------

501-1000 tons

Per Ton	\$12.00
---------	---------

1001 tons & above

Per Ton	\$11.50
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424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50

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 **Mobile Asphalt Company, LLC**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular held meeting on Tuesday, September 3, 2019, the COUNTY authorized staff to solicit bids for Provision of Labor and Equipment for Asphalt Placement; and

Whereas, PROVIDER presented the bid to the COUNTY as the **Secondary Contractor**, 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: Mobile Asphalt Company, 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 whether or not said law or regulation is mentioned herein.

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: Mobile Asphalt Company, LLC
P. O. Box 190279
Mobile, AL 36619
ATTN: John Whitman

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 #WG19-54”**, 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 #WG19-54 named, Provision for Labor and Equipment for Asphalt Placement for the Baldwin County Commission”.

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

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

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

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the

scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be 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 and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration October 16, 2020, or upon a notification thereof received by either party within the required ten (10) day period. Work must begin on each individual project as directed by the Baldwin County Engineer project within seven (7) calendar days of issuance of Notice to Proceed. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

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

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

COUNTY

ATTEST:

CHARLES F. GRUBER, Chairman /Date

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

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

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Mobile Asphalt Company, 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 Mobile Asphalt Co., 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 Mobile Asphalt Co., LLC.

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

Notary Public
My Commission Expires

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

PAVING BID (OPTION 1)		Secondary Contractor
Work to begin within 14 calendar day of NTP		Mobile Asphalt
1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.		
BC-723 Baldwin County Bituminous plant mix		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
PAVING BID (OPTION 1)		
Work to begin within 14 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton

Secondary Contractor	
Mobile Asphalt	
No Bid	
No Bid	
\$42.50	
\$25.00	
\$25.00	
No Bid	
No Bid	
\$42.50	
\$25.00	
\$25.00	
No Bid	
No Bid	
\$42.50	
\$25.00	
\$25.00	

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501 tons & above

Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
PAVING BID (OPTION 1)		Work to begin within 14 calendar day of NTP

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

51-150 tons

151-500 tons

501-1000 tons

1001 tons & above

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

51-150 tons

151-500 tons

501-1000 tons

1001 tons & above

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

51-150 tons

151-500 tons

501-1000 tons

1001 tons & above

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

Secondary Contractor	
Mobile Asphalt	
No Bid	
No Bid	
	\$45.75
	\$19.25
	\$17.50
No Bid	
No Bid	
	\$45.75
	\$19.25
	\$17.50
No Bid	
No Bid	
	\$45.75
	\$19.25
	\$17.50

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50



Baldwin County Commission

Agenda Action Form

File #: 19-2211, **Version:** 1

Item #: BD6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-55 - Provision of Bag Ice for the Baldwin County Commission

STAFF RECOMMENDATION

Authorize the Purchasing Director to re-bid for the Provision of Bag Ice 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:

09/03/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Bag Ice; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were set to open in the Purchasing Conference Room on September 23, 2019, at 1:30 P.M. No bids were received. Recommend the Commission authorize the Purchasing Director to re-bid for the Provision of Bag Ice.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Mail Bid

Additional instructions/notes: N/A

BID #WG19-55A 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 product shall be furnished.

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

BID RESPONSE FORM

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

AWARD

Award will be by item, to the lowest responsible bidder meeting all the specifications of the ITB.

The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

DELIVERY

Deliveries to Baldwin County Emergency Management Agency (BCEMA) are to be made as follows: 50% of order delivered within 48 hours, with 100% of order delivered within 72 hours of scheduling delivery. Initial deliveries will be to the address below with forward shipment to points of distribution as directed by BCEMA during the Emergency Disaster period. Vendors are responsible for assuring that BCEMA acknowledges all deliveries, and that all deliveries have required documentation.

Baldwin County Emergency Management Agency,
23100 McAuliffe Drive,
Robertsdale, AL, 36567

All other orders must be delivered to the "Ship To" address shown on the P. O. within five (5) days of vendor's receipt of order.

The Vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in this ITB solicitation.

FREIGHT

Bid is F. O. B. Destination. Any Freight charges must be included in the bid prices.

SPECIFICATIONS

Item - ICE

10 LB. Bags, Ice must be palletized designed for pick-up from all four sides, shrink-wrapped, and fully covered on top and all four sides with a minimum double layer of shrink wrap. Ice order will be in multiple truckloads of approximately 40,000 LBS. per truck load on refrigerated trailers. Ice must meet all Federal/States standards for Human consumption.

BID #WG19-55A RESPONSE FORM

Provision of Bag Ice

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself _____ or XX
Yes No

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

Financing Agency Authorized Signature

Item – Ice 10 lb. bag

Amount Bid: \$ _____ per LB = \$ _____ per 10 lb. bag

Manufacturer or Brand: _____

Transportation per hour rate: \$ _____

All Exceptions should be attached to this Bid Response Page.



Baldwin County Commission

Agenda Action Form

File #: 19-2218, **Version:** 1

Item #: BD7

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-56 - Provision of Closed Top Recycling Roll-off Containers for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest responsible bidder, **Bakers Waste Equipment, Inc.**, as follows for the Provision of Closed Top Recycling Roll-off Containers:

Make/Model: ROR-30-22 RC

Amount Bid: \$7,769.00 ea.

Lots of 10: \$77,690.00

Lots of 20 \$155,380.00

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2019 meeting: 1) Approved the specifications and authorized Wanda Gautney, Purchasing Director, to place a competitive bid for the provision of closed top recycling containers; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on September 25, 2019, at 1:30 P.M. Two (2) bids were received. The bid pricing received from Wastequip Manufacturing Co., LLC, is only good for sixty (60) days after the bid opening date, at which time they reserve the right for pricing to be adjusted or modified based on AMM index. Recommend the Commission award the bid to the lowest responsible bidder, Bakers Waste Equipment, Inc. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$18,000.00

Budget line item(s) to be used: Solid Waste Budget

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-56 Bid Tabulation
Closed Top Recycling Roll-Off Containers

Bidder: Wastequip Mfg. Co., LLC		Extended Pricing
Make/Model: Wastequip 30 CY Recycle		
Amount Bid:	\$7,920.00	\$7,920.00
Lots of 10	\$7,570.00	\$75,700.00
Lots of 20	\$7,570.00	\$151,400.00
Bid Bond: Yes		
Exception: Yes		
Registered with Secretary of State		

Bidder: Bakers Waste Equipment, Inc.	
Make/Model: ROR-30-22 RC	
Amount Bid:	\$7,769.00
Lots of 10	\$77,690.00
Lots of 20	\$155,380.00
Bid Bond: Yes	
Exception: Yes	
Registered with Secretary of State	

Exceptions:

WasteQuip

Customer to off load at the time of delivery. Pricing - Due to volatility in the current steel market, WasteQuip pricing will be held for 60 days after Bid Opening. At which time, Wastequip reserves the right for pricing to be adjusted or modified based on AMM Index.

Bakers Waste Equipment, Inc. - Minimum order of 2 units = truck load

Otto Environmental Systems - No Bid



Baldwin County Commission

Agenda Action Form

File #: 19-2219, **Version:** 1

Item #: BD8

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-57 - Provision of Alternate Daily Cover Material for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **LSC Environmental Products, LLC**, for the Provision of Alternate Daily Cover Material as follows:

Product: VerDac Landfill Cover

Amount Bid: \$15.50 per 50 lb bag

Delivery Time: 14 days

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Alternate Daily Cover Material; 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 September 25, 2019, at 2:00 P.M. Two (2) bids were received. Recommend the Commission award the bid to the lowest bidder, LSC Environmental Products, LLC. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$22,000.00 per year

Budget line item(s) to be used: 54300.5219

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: 10/15/2019

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-57 BID TABULATION
PROVISION OF ALTERNATE DAILY COVER MATERIAL

Bidder:	LSC Environmental Products LLC	
	VerDac Landfill Cover	
Amount Bid:	\$15.50	per 50 lb. bag
Delivery time:	14 days	
Bid Bond:	Yes	
Exceptions:	None	

Bidder:	Evans and Company, Inc.	
	Top Coat	
Amount Bid:	\$24.00	per 50 lb. bag
Delivery time:	5-7 days ARO	
Bid Bond:	Yes	
Exceptions:	None	



Baldwin County Commission

Agenda Action Form

File #: 19-2220, **Version:** 1

Item #: BD9

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-01 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Guardrail Installation and Repair on County Right-of-Ways.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Mail Bid

Additional instructions/notes: N/A

BID #WG20-01 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

BID RESPONSE FORM

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

AWARD

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

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

Purchase Orders will be issued for the services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2020 and 2021), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2019 contract with its intent to extend the contract. The prices for 2019 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

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

LAWS AND REGULATIONS

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

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

HOLD HARMLESS PROVISION

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

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

CANCELLATION CLAUSE

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

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, state, local and municipal laws and regulations, including but not limited to Title 43 CFR Sec. 12.76 paragraphs (b) through (i); Title 43 CFR Sec. 17 Subpart A, B, C (Non-Discrimination); Title 43 CFR Sec. 18 (Lobbying); Title 43 CFR Sec. 43 (Drug-Free Workplace). For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

BUY AMERICAN REQUIREMENTS

The Contractor acknowledges to and for the benefit of Baldwin County Commission of the State of Alabama that it understands that some of the goods and services under this Agreement may be

funded with **federal monies** made available by the U. S. Department of the Interior - Coastal Impact Assistance Program (CIAP) and such laws contains provision commonly known as “Buy American” that requires all of the iron, steel and manufactured goods used in the project be produced in the United States (“Buy American Requirements”), including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Baldwin County Commission that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the County. As such, all products furnished by the CONTRACTOR under this contract must comply with, without limitations, the “Buy American” provisions of Title 43 CFR Sec. 12.700 through 12.830 U. S. Department of Interior.

PERFORMANCE BOND

The awarded contractor shall provide the County a **\$10,000.00** Performance Bond within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability to provide a performance bond shall disqualify the contractor from installing their **system and the vendor shall forfeit their bid bond. The performance bond shall be required for the length of the contract.**

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

SCOPE OF SERVICES FOR THE GUARDRAIL INSTALLATION AND REPAIR

All items shall be in accordance with Sections 630 and 864 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

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

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

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

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

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

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

BID #WG20-01 RESPONSE FORM

Provision of Guardrail Installation & Repair

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

BID #WG20-01 RESPONSE FORM

Provision of Guardrail Installation & Repair

Page 2 of 2

DELIVERED F.O.B. BALDWIN COUNTY

Steel Railing, W-Beam, Galvanized (6' post, Complete in place) \$_____L.F.

Steel Railing, W-Beam, Galvanized (8' post, complete in place) \$_____L.F.

Steel Railing (Radius) W-Beam, Convex, Galvanized (6' post,
Complete in place) \$_____L.F.Steel Railing (Radius) W-Beam, Convex, Galvanized (8' post,
Complete in place) \$_____L.F.

End Anchor, Type 8 (MASH Complete in place) \$_____Each

End Anchor, Type 13 (Complete in place) \$_____Each

End Anchor, Type 20 (MSKT, MASH, Complete in place) \$_____Each

Hourly Labor Rate \$_____/Hour

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

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

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

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

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

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations, including but not limited to Title 43 CFR Sec. 12.76 paragraphs (b) through (i); Sec.12.700 through 12.830; Sec. 17 Subpart A, B, C; Sec. 18 and Sec. 43. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

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

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

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

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

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

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

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

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

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

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG20-01”**, 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 #WG20-01 named, Provision of Guardrail Installation & Repair on County Right-of-Ways for the Baldwin County Commission”.

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

XVIII. Termination of Services. The COUNTY 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 \$_____. 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 Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the 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

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

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

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-2222, **Version:** 1

Item #: BD10

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator/Matthew Brown, BRATS Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-02 - Provision of Charter Transportation Services for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission has historically utilized an older county-owned coach bus to provide special trips for county related and other functions. The Commission approved an item at the October 1, 2019, Commission meeting to auction this county-owned bus. The County will no longer have a county-owned bus to perform county-requested special trips. Buses managed by the Baldwin Regional Area Transit System were purchased with federal funds and can only be used for special trips if the trip conforms with strict Charter Regulations. This proposed annual bid for charter bus services will provide the Commission with an option for special trips that require a larger vehicle that can transport a large number of passengers.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Additional instructions/notes: N/A

BID #WG20-02 SPECIFICATIONS

INSTRUCTIONS AND GENERAL INFORMATION

The Baldwin County Commission is seeking a contract for Charter Transportation Services.

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

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.

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

The bid shall be based on the premise that the Commission will not be responsible for financing, holding title or licensing of any vehicles. The Contractor must purchase and pay for all fuel utilized for all equipment as required in the performance of this Contract.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **All exceptions must be listed and attached to the bid response form.**

The Baldwin County Commission intends to award the bid to one vendor.

BIDDER QUALIFICATIONS

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

Written responses must be provided for the following areas. Please use a separate sheet to address items "A" thru "D".

- A. Indicate that the company has a **minimum of five (5) years of experience** in the State of Alabama in bus operations and transportation.
- B. Indicate the number and types of buses, including seating capacity and model year, in your fleet, where the buses will be housed during the contract period, and how that location is adequate for the performance of this contract.
- C. Indicate all contracts that your firm has defaulted on in the past seven years.

- D. Indicate the locations of five (5) Contracts you have had in the past three (3) years. Indicate the size of the contract including the number of buses and drivers required. **Include the telephone numbers and names of the responsible companies.**

LAWS AND REGULATIONS

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

INDEMNITY AND HOLD HARMLESS PROVISIONS

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

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

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

The indemnity obligations set forth in the bid documents and the Contract shall survive the expiration or termination of the Contract.

PRICING

Prices quoted shall be firm for the period of **Twelve (12) months** beginning upon the same date as the full execution of the Contract.

Bids are to reflect a cost breakdown for:

1. A per bus, per day in County Transport
2. A per bus, per day Out of County Transport without overnight stay
3. A per bus, per day Out of County Transport with overnight stay

All trips/services are to include and all peripheral costs (i.e. use of the vehicle, labor, materials, equipment, maintenance, gas, licensing, permits, insurance, bond, lodging etc.)

INVOICES

Invoice submitted from the Contractor for each event shall include the following (itemized):

- Date
- Time
- Vehicle
- License Plate
- Number of Passengers
- Itemized Cost of Service
- Number of miles, start time and end time of service.
- Name of event, any known issues or problems.

CONTRACT PERIOD

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

CONTRACT TERMINATION WITHOUT CLAUSE

The County may be terminated the Contract upon giving thirty (30) days advance written notice of an intention to terminate.

EQUIPMENT

Contractor shall keep all equipment used in the transportation in strict accordance with the State of Alabama Minimum Standards, as well as all federal and local laws. All equipment shall be maintained in sound mechanical condition at all times to pass the required Inspections. Any vehicle that does not comply with inspection requirements shall not be used. All vehicles must have inspections in accordance with all federal, state and local legal requirements.

Contractor shall have working Air Conditioning and Heater and provide equipment as necessary to transport persons in accordance with identified disabilities (wheel chairs).

Buses shall be kept in a clean and sanitary condition at all times and shall not be more than seven (7) years old. All contractor-owned or leased equipment must be open to examination by authorized County personnel during normal working hours.

Contractor shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. Standby vehicles shall meet the same standards as regular scheduled vehicles.

OPERATIONS

It shall be a primary obligation of the Contractor to operate its affairs so that the Baldwin County Commission will be assured of the continuous, safe, and reliable service.

Contractor shall provide qualified and appropriate drivers for each vehicle operated in performance of this contract.

Drivers must be fully licensed in accordance with all state and federal laws, rules and regulations. Contractor shall provide all drivers with periodic in-service training relative to all facets of the driver's job. All drivers must comply with the provisions for criminal background investigations. The County may do random inspections of the buses and drivers chartered by the County. When an identified County employee inspects the vehicle, the driver will be required to produce their current CDL, Medical Card during the pre-trip/post trip inspections of bus.

The Baldwin County Commission shall have the right to require the dismissal of any person or driver employed by the Contractor whom, in the Baldwin County Commission opinion, is not qualified or appropriate to operate a bus or otherwise assist the Contractor in performing this contract.

Upon request, Contractor's drivers shall assist any handicapped passengers on and off Contractor's vehicles utilizing the proper device that may be needed. Drivers have responsibility for safely seating the handicapped passenger.

The Contractor must provide drivers that are clearly identifiable. Drivers must wear identifying uniforms, and be experienced. Drivers should be friendly and courteous to all passengers. Drivers will present themselves in a professional manner at all times during contract event period. Failure to do so will disqualify said driver from further contracts with the County.

Coordinate transportation schedules with Baldwin County Commission contact person. Inform the County of any delays/updates.

The Contractor Liaison must have the authority to resolve problems such as scheduling, personnel, vehicle problems, etc. that may occur in connection with this Contract.

The Contractor will be responsible for checking arrival and/or departure times.

The Driver must assist with the loading and removal of all baggage, and other equipment into and out of the vehicle.

Transportation schedules are subject to changes up to and including the day of the event. Schedule changes may affect pick-up and/or departure dates, times and/or locations.

Each bidder shall certify that it shall provide a drug free workplace and conduct drug and alcohol testing on all drivers.

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of Federal, State, County, Township, and other local government agencies which may in any manner affect the performance of the contract, and in particular any such laws pertaining to safety and license requirements. The Contractor, in performing under this Contract shall not discriminate against any

worker, employee or applicant, or any member of the public because of race, creed, age, sex or national origin, nor otherwise commit an unfair employment practice. If Contractor violates any provisions of any such laws, ordinances, regulations, codes, requirements, etc. then this Contract may be canceled or voided in whole or part.

MANAGEMENT PERSONNEL

The Contractor shall provide a contract manager, and other adequate personnel as necessary to provide proper supervision over its employees and to maintain proper transportation records for County Commission.

SERVICES

The Baldwin County Commission may request transportation services verbally or in writing a minimum of 14 calendar days prior to the proposed trip. All orders must be acknowledged by the Contractor within two (2) calendar days from the date of the order on the Contractors standard confirmation form. If the County requests a trip with less notice than the required 14 days, Contractor's obligations will be subject to the availability of a vehicle.

The Baldwin County Commission reserves the right to cancel any trip with a forty-eight (48) hour notice without penalties/charges.

Parking fees, entrance fees, tolls, and similar incidental trip expenses, if reasonable and necessary for completion of the trip, shall be expenses of the County reimbursable to the Contractor at actual cost. Trip mileage and time shall be from County-requested origin to County-requested destination(s). Added trip mileage or time (if applicable), if approved or ordered by the County, shall be expensed of the County payable to the Contractor at the bid price.

Bid Items 1 through 6 in response form will be individually awarded to the lowest responsible bidder meeting specifications. A bidder may indicate "No-Bid" on any of the items if it does not wish to bid on the particular item.

In the event that the awarded bidder cannot or does not comply with the requirements of this bid for a specific trip request, then the secondary awarded bidder will become the prime supplier for the requested trip. A non-compliant supplier will be noted as non-compliant. After two instances of non-compliance the supplier will be disqualified from future trips under the annual bid.

SUPERVISION OF LOADING AND UNLOADING

The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and that the Contractor will provide full-time office operations for reporting of transportation problems.

ARRIVAL AND DEPARTURE TIMES

All buses shall be scheduled to arrive no less than five (5) minutes nor more than fifteen (15) minutes prior to the scheduled arrival time and shall depart no less than ten (10) minutes after scheduled time.

BID #WG20-02 RESPONSE FORM

Provision of Charter Transportation Services

Page 1 of 3

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

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

BID #WG20-02 RESPONSE FORM

Provision of Charter Transportation Services

Page 2 of 3

QUESTIONNAIRE

- Please provide information regarding your company and its officers.
- In the past five (5) years has your company or its officers had any Litigation regarding charter bus service? If yes, how many?
- Provide an after-hours contact number for cases of emergency.
- Provide any other information regarding your company, services, awards etc... which will assist in review of your proposal.
- Indicate the information you will require from the County to schedule service under the proposed contract.
- Provide your company emergency procedures for a disabled bus, i.e. accident, breakdown, etc.... to ensure that a backup bus is sent.
- Provide a Certificate of Insurance naming the Baldwin County Commission as additional insured. Baldwin County Commission will also require proof that the insurance company be rated A-9 or equivalent by Best's Financial Strength Rating Guide.
- Provide a letter ensuring each driver is in a qualified Drug and Alcohol testing pool that meets all Federal standards and requirements.
- Responses to Items A through D under Bidder Qualifications.

BID #WG20-02 RESPONSE FORM

Provision of Charter Transportation Services

Page 3 of 3

Bid Items 1 through 6 below will be individually awarded to the lowest responsible bidder meeting specifications. A bidder may indicate “No-Bid” on any of the items if it does not wish to bid on the particular item.

A Trip shall consist of the mileage and time from the County-requested origin to County-requested destination(s).

Bid Pricing

1. A per bus, per day, in-County Trip with a vehicle that can accommodate up to 28 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
2. A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 28 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
3. A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 28 passengers.

\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
4. A per bus, per day, in-County Trip with a vehicle that can accommodate up to 45 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
5. A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 45 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
6. A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 45 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter

State of Alabama)
County of Baldwin)

CONTRACT FOR CHARTER TRANSPORTATION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, 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 include all the terms and Conditions of **“Competitive Bid #WG20-02”**, 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 #WG20-02 named, Provision of Charter Transportation Services for the Baldwin County Commission”.

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon the expiration of twelve (12) months or upon written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all

personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

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

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

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

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER, Chairman /Date

_____/_____
WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-2224, **Version:** 1

Item #: BD11

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Kenny Mcilwain, GIS Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Contract for Expanding ArcGIS Online Platform and GIS Database Support Services for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the Contract with **Keet Consulting Services, LLC**, for Expanding ArcGIS Online Platform and GIS Database Support Services as follows and authorize the Chairman to execute the Contract. (Contract effective for thirty-six (36) months commencing on the same date as full execution).

Annual Support Cost for Hosting ArcGIS

Year 1: \$24,400.00

Year 2: \$23,400.00

Year 3: \$23,400.00

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The CIS Staff is requesting that the Commission approve a Contract with Keet Consulting Services, LLC, for expanding the Baldwin County's ArcGIS Online abilities and GIS database support services. During the October 4, 2016 meeting the Commission awarded a Contract through a Request for Proposals process with Keet Consulting Services, LLC. The County only received one proposal. The original three-year Contract is set to expire on November 1, 2019. Keet Consulting Services, LLC, submitted a new quoted for the ArcGIS Server Hosting as follows: Annual Support cost for Year 1 - \$24,400.00; Year 2 - \$23,400.00; Year 3 - \$23,400.00. Funds have been budgeted to cover any expenses incurred in Fiscal Year 2020.

FINANCIAL IMPACT

Total cost of recommendation: \$24,400.00 year 1

Budget line item(s) to be used: 51965.5151.1506

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Additional instructions/notes: N/A

Baldwin County 3 Year Proposal



ArcGIS Server

ArcGIS Server (AGS) Hosting – AGS Hosting allows an organization to take advantage of Enterprise level capabilities with Esri software technology via secure, cloud based services. KCS employs the use of its Application Service Provider (ASP) licensing with Esri to host GIS Enterprise Level databases for customers. The data is setup initially in an ArcSDE (Spatial Database Engine) geodatabase to allow for a scalable environment as organizations continue to grow in their GIS needs. Various services (i.e., map, feature, geodata, and imagery) are setup, configured, and maintained based on the requirements of the customer. The base package includes a ten (10) GB Server hard drive allotment and up to twenty-five (25) feature classes. The data may be updated in any cycle desired by the client. The many benefits of a hosted solution include: Minimal up-front investment; Rapid implementation; High quality service at low cost; Zero maintenance; Flexible and scalable; Offsite storage of critical data; No hardware to purchase; and Highly skilled technical support.

- **HAS Model** - KCS will create a HAS Model in which KCS is the Hub hosting the GeoDatabase via internet delivery to Baldwin County as a Spoke with updates pushed back as changes are synchronized with the Hub. An intrinsic replica at the Spoke allows GeoDatabase access in the event internet access is not immediately available synchronizing changes to the Hub when access is reestablished. In addition, having KCS host the database allows for an off-site backup of the critical GIS data for the County. Initial training on proper operation of the HAS Model is included via web-session(s) to the specified editor(s).

AGS Hosting - Offering:

- **Base hosting package**
 - ✓ Compile and process the various features/databases
 - ✓ Setup and configure map/feature services within AGS
 - ✓ Setup (5) Maps & Apps within Web Gallery
- **Add-ons**
 - ✓ Hub and Spoke (HAS) Model (1 spoke)
 - ✓ Collector App (supporting up to 5 users)
 - ✓ Additional (25) Feature Classes
 - Setup Additional (25) Feature Classes (Block discount)
 - ✓ (10) Additional Maps & Apps
 - Setup (10) Additional Maps & Apps (Block discount)



- **Support Services (Monthly)** -- Support (commonly known as GIS Technical Manager for Hire) is a critical aspect to ensuring the success of any project. It is KCS's recommendation to leverage support and maintenance for the Baldwin County GIS. The main point of contact for all inquiries being the County GIS Department. The following items requiring support includes:

- a) Geodatabase Support
- b) Geodatabase Management
- c) ESRI software upgrades (ex. 10 – 10.7)
 - 1) ArcGIS Desktop
- d) General GIS Support & Services

Year 1

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint setup and configuration	One-Time Fee	\$1,000.00	1	\$1,000.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$24,400.00

Year 2

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$23,400.00

Year 3

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$23,400.00

10/8/2019

.....

If you have any questions please do not hesitate to call or email. Thank you for the opportunity to serve you.

Sincerely,

L. Ethan Southern
2501 Meadowview Lane
Suite 202
Pelham, AL 35124
205-540-4494



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 Keet Consulting Services, LLC, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the COUNTY, through its Communications and Information Systems Department (CIS), maintains and supports the Baldwin County Expanding ArcGIS Online Platform and GIS Database Support Services; and

Whereas, the COUNTY finds that it requires additional resources to assist with the ArcGIS Server Hosting and desires to procure such services; and

Whereas, the PROVIDER has expressed his willingness and is capable of providing such services; and

Whereas, the COUNTY and the PROVIDER now wish to and do hereby enter this Contract for the provisions of said services subject to the terms and conditions set forth herein.

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: Keet Consulting Services, LLC

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: Keet Consulting Services, LLC
2501 Meadowview Lane, Suite 202
Pelham, AL 35124
Attn: L. Ethan Southern

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

is set forth in “Exhibit A”, the same being expressly incorporated herein by reference, and without limitation will encompass:

- 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be as listed 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 thirty-six (36) months and commence immediately upon the same date as its full execution and shall terminate upon either the expiration of thirty-six (36) months, or upon a notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

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

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

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER, Chairman /Date

_____/_____
WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Keet Consulting Services, LLC

By _____/Date
Its _____

State of Alabama)
County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that
_____ as _____ of Keet Consulting Services, 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 Keet Consulting Services, LLC.

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

Notary Public
My Commission Expires



Baldwin County 3 Year Proposal



ArcGIS Server

ArcGIS Server (AGS) Hosting – AGS Hosting allows an organization to take advantage of Enterprise level capabilities with Esri software technology via secure, cloud based services. KCS employs the use of its Application Service Provider (ASP) licensing with Esri to host GIS Enterprise Level databases for customers. The data is setup initially in an ArcSDE (Spatial Database Engine) geodatabase to allow for a scalable environment as organizations continue to grow in their GIS needs. Various services (i.e., map, feature, geodata, and imagery) are setup, configured, and maintained based on the requirements of the customer. The base package includes a ten (10) GB Server hard drive allotment and up to twenty-five (25) feature classes. The data may be updated in any cycle desired by the client. The many benefits of a hosted solution include: Minimal up-front investment; Rapid implementation; High quality service at low cost; Zero maintenance; Flexible and scalable; Offsite storage of critical data; No hardware to purchase; and Highly skilled technical support.

- **HAS Model** - KCS will create a HAS Model in which KCS is the Hub hosting the GeoDatabase via internet delivery to Baldwin County as a Spoke with updates pushed back as changes are synchronized with the Hub. An intrinsic replica at the Spoke allows GeoDatabase access in the event internet access is not immediately available synchronizing changes to the Hub when access is reestablished. In addition, having KCS host the database allows for an off-site backup of the critical GIS data for the County. Initial training on proper operation of the HAS Model is included via web-session(s) to the specified editor(s).

AGS Hosting - Offering:

- **Base hosting package**
 - ✓ Compile and process the various features/databases
 - ✓ Setup and configure map/feature services within AGS
 - ✓ Setup (5) Maps & Apps within Web Gallery
- **Add-ons**
 - ✓ Hub and Spoke (HAS) Model (1 spoke)
 - ✓ Collector App (supporting up to 5 users)
 - ✓ Additional (25) Feature Classes
 - Setup Additional (25) Feature Classes (Block discount)
 - ✓ (10) Additional Maps & Apps
 - Setup (10) Additional Maps & Apps (Block discount)



- **Support Services (Monthly)** -- Support (commonly known as GIS Technical Manager for Hire) is a critical aspect to ensuring the success of any project. It is KCS's recommendation to leverage support and maintenance for the Baldwin County GIS. The main point of contact for all inquiries being the County GIS Department. The following items requiring support includes:

- a) Geodatabase Support
- b) Geodatabase Management
- c) ESRI software upgrades (ex. 10 – 10.7)
 - 1) ArcGIS Desktop
- d) General GIS Support & Services

Year 1

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint setup and configuration	One-Time Fee	\$1,000.00	1	\$1,000.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$24,400.00

Year 2

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$23,400.00

Year 3

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$23,400.00

9/24/2019

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If you have any questions please do not hesitate to call or email. Thank you for the opportunity to serve you.

Sincerely,

L. Ethan Southern
2501 Meadowview Lane
Suite 202
Pelham, AL 35124
205-540-4494



Baldwin County Commission

Agenda Action Form

File #: 19-2227, **Version:** 1

Item #: BD12

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Probate Judge, Harry D'Olive/Probate Chief Clerk, Dean Mott

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Rental of One (1) Copy Machine for the Baldwin County Judge of Probate Elections Division located in Bay Minette, 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: Judge of Probate, Elections Division - Bay Minette, AL

Model: MX-3551

Price: \$123.55/month

Excess Charge/copy: \$0.0072 BW/ \$0.045 Color

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current copy machine lease agreement for Judge of Probate, Elections Division located in Annex IV Building in Bay Minette has expired. Sharp Electronics Corporation has submitted the rental agreement to replace the old copy machine with a new machine. The rental agreement is for thirty-six (36) months off the State of Alabama bid and will include all supplies, toner and developer. The new cost proposal is \$123.55 per month.

FINANCIAL IMPACT

Total cost of recommendation: \$1,482.60 per year

Budget line item(s) to be used: 51300.5223

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?
State Bid Rental Agreement

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Additional instructions/notes: N/A

Order # B276

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:

Probate Judge's Office

Elections

220 Courthouse Square

Bay Minette, AL 36507

TELEPHONE # 251-580-2501

Contact: Dean Mott or Violetta Smith

BEGINNING METER READ

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

RATE: Monthly
Base Charge: \$123.55 Copies Included N/A Excess Charge
Per Copy \$ \$.0450 color \$.0072 b/w

3 Yr Equip. Total \$4,447.80

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-3551			
	MX-TU16			
	MX-DE25			
	MX-FX15			
		REPLACES #65061938		

(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 9/30/19



Baldwin County Commission

Agenda Action Form

File #: 19-2228, **Version:** 1

Item #: BD13

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Daniel Wells, CDG Engineers & Associates, Inc.

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Gas-to-Energy Project Located at the Magnolia Sanitary Landfill

STAFF RECOMMENDATION

Authorize staff to begin negotiations with **AEP Renewable Fuels, LLC**, so that a final recommendation for award can be made to the Baldwin County Commission for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill.

BACKGROUND INFORMATION

Previous Commission action/date:

07/16/2019 meeting: Authorized the Purchasing Director to solicit a Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Landfill Gas-to-Energy project.

Background: During the July 16, 2019 meeting of the Baldwin County Commission, the Commission approved the Request for Proposal (RFP) for Developing a Baldwin County Solid Waste Gas-to-Energy project at the Magnolia Sanitary Landfill. Three (3) vendors submitted proposals and were reviewed by Solid Waste Director, Terri Graham, Landfill Manager, Ed Fox, Engineer, Daniel Wells, and Purchasing Director, Wanda Gautney. The County committee and Engineer, Daniel Wells, has selected AEP Renewable Fuels, LLC, who offered the most advantageous proposal to the County for this project. The Engineer, Daniel Wells has submitted a letter of recommendation for Commission review. Staff recommendation is to authorize staff to begin negotiations with AEP Renewable Fuels, LLC, so that a final recommendation for award can be made to the Baldwin County Commission for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Additional instructions/notes: N/A



Engineering. Environmental. Answers.

1840 East Three Notch Street
Andalusia, AL 36421
Post Office Box 278
Andalusia, AL 36420
Tel (334) 222-9431
Fax (334) 222-4018

www.cdge.com

September 24, 2019

Ms. Wanda Gautney
Purchasing Director
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Ms. Gautney:

**Re: Recommendation of Award
Landfill Gas-To-Energy Project
Magnolia Sanitary Landfill
Baldwin County Commission**

We have reviewed the proposals that were received August 19, 2019 for the referenced project. After review, we recommend that the BCC proceed with contract negotiations with **AEP Renewable Fuels, LLC (AEP)**. AEP has submitted a proposal under **Development Option 2 – Vendor Owned RNG plant**.

If you should have any questions or need any additional information, please feel free to give us call.

Sincerely,

CDG Engineers & Associates, Inc.

R. Daniel Wells, P.E.
Principal Engineer

RW/mw

Enc.

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

Comments and Recommendations
On
Proposal from AEP Renewable Fuels, LLC

Letter of Transmittal and Development Option Proposed:

- **Development Option 2 – Vendor Owned RNG plant.**
- RNG plant connected to Riviera pipeline.
- AEP to pay a flat rate of \$4.00 / MMBtu over the project life of 15 years.

Vendor Information Notes:

- AEP Renewable Fuels, LLC – lists date of incorporation of 10/09/2019.
 - Project financing will be accomplished with internal equity at 15-20% and bank financing.

Compensation Notes:

- AEP will pay to BCC for biogas flow a flat rate of \$4.00 / MMBtu over the project life of 15 years.
- No capital investment required by BCC for RNG plant and pipeline.
- Assumes that BCC will provide ongoing capital expense associated with NSPS and LFGCCS expansions in accordance with Title V Air Operating Permit system expansion requirements.
- AEP is proposing to contribute up to \$100,000 to densify the wellfield in order to increase LFG production.
- Purchase price of LFG:
 - **\$4.00 / MMBtu**
 - Paid monthly
 - Flat rate over the project life
 - Estimated annual Revenue to BCC (first year) **\$699,098.00**
 - 15-year Anticipated Revenue to BCC **\$11,088,000**
 - Footnote with wellfield densification **\$12,704,094**

CDG Notes on Proposal:

- Technology Providers:
 - DMT Clear Gas Solution (for):
 - H₂S Removal.
 - CO₂ Removal Molecular Sieve.
 - Nitrogen Removal.
 - Chillers, Compressors.
 - Granite Fuel Engineering (for)
 - Siloxane Removal
- Requires a pipeline and Riviera interconnection at Highway 98 & County Road 49.
- AEP personnel running the Plant.
- Title V and NSPS Compliance Management – Gene Waller.

Comments and Recommendations

On

Proposal No.1 from Energy Systems Group, LLC / Centerpoint Energy

Letter of Transmittal and Development Option Proposed:

- **Development Option 1 – BCC Owned Renewable Natural Gas (RNG) Solution**

Vendor Information Notes:

- Energy Systems Group (ESG) is a wholly owned subsidiary of Centerpoint Energy, Inc.
- ESG is proposing a Engineer/Procure/Construct (EPC) project structure.
- BCC will own and operate the Plant when commissioning is complete.

Compensation Notes:

1. Paid by BCC to Vendor **\$12,495,000**
 - Assumes \$1 million for gas utility interconnection.
 - 3% APR for bond financing over 15 years.
2. Estimated Annual O&M Cost of the Plant **\$271,000**
 - Existing BCC staff will be used for O&M.
3. Plant Utility Costs **\$319,000**
 - 0.08 \$/kWh for electric site utility costs.
4. Estimated Annual Revenues to BCC **\$1,048,000**
 - \$1.5 / RIN average over the project life.

CDG Notes on Proposal:

- Two (2) exceptions listed on Contract language related to:
 - Indemnification clause
 - Insurance clarification
- Revenues are listed as net of debt service and O&M costs with an assumed value for RINs
- Compensation is based on:
 - ESG/Centerpoint will monetize the commodity and d3 RIN on behalf of BCC
 - \$1.50 / RIN average value over the life of the Project
 - Need to obtain clarification on who sees the upside/downside of RIN and commodity market fluctuations.
- Technology Providers:
 - Pressure Swing Absorption (PSA) system for conditioning.

Comments and Recommendations

On

Proposal from Cornerstone Environmental Group, LLC / Tetrattech

Letter of Transmittal and Development Option Proposed:

- **Development Option 1 – BCC Owned BioCNG plant.**

Vendor Information Notes:

- Cornerstone is a wholly owned subsidiary of TetraTech

Compensation Notes:

1. Paid by BCC to Vendor **\$3,555,000**
2. Estimated Annual O&M Cost of the Plant **\$422,000**
3. Plant Utility Costs **(included in Item 2 above)**
4. Estimated Annual Revenues to BCC **\$1,306,000**

CDG Notes on Proposal:

- Price to BCC **does not include:**
 - Compression required to provide supply to BioCNG skid,
 - Fueling Station Costs,
 - Vehicle Maintenance Facility upgrades required to service CNG vehicles,
 - CNG Fleet retrofits, or
 - Purchase of new CNG refuse fleet vehicles.
 - These costs would be necessary in order for the BCC to recognize the estimated annual revenues in the form of fuel cost savings.
- Estimated Annual Revenues (Compensation) is based on:
 - Assumed \$1,00/DGE fuel savings costs
 - Requires the conversion or purchase of CNG vehicles
 - \$0.50 / RIN current value
 - This is a historic low point in the market for RINs
- Technology Providers:
 - BioCNG 400 and 200 conditioning skids to produce RNG vehicle fuel
 - BioCNG chiller

- Other:
 - Does not include natural gas supply for blending if necessary
- Assumes existing onsite BCC personnel will operate the Plant
- BCC will obtain the Permits with permitting assistance by TetraTech
- Pg 23 assumptions noted:
 - BCC will deliver biogas to the BioCNG skid at 100 psig.
 - BCC will provide utilities to the site.
 - BCC will deliver a prepared site including skid pad.
 - BCC to provide site survey and geotechnical report.
- Title V and NSPS Compliance Management – Mark Torresani, PE

Comments and Recommendations

On

Proposal No.1A from Energy Systems Group, LLC / Centerpoint Energy

Letter of Transmittal and Development Option Proposed:

- **Development Option 1A – BCC Owned Compressed Natural Gas (CNG) Solution**

Vendor Information Notes:

- Energy Systems Group (ESG) is a wholly owned subsidiary of Centerpoint Energy, Inc.
- ESG is proposing an Engineer/Procure/Construct (EPC) project structure.
- BCC will own and operate the Plant when commissioning is complete.

Compensation Notes:

1. Paid by BCC to Vendor **\$8,820,000**
 - 3% APR for bond financing over 15 years
2. Estimated Annual O&M Cost of the Plant **\$254,000**
 - Existing BCC staff will be utilized for O&M
3. Plant Utility Costs **\$359,000**
 - 0.08 \$/kWh for electric site utility costs.
4. Estimated Annual Revenues to BCC **\$715,000**
 - \$1.5 / RIN average over the project life.

CDG Notes on Proposal:

- Two (2) exceptions listed on Contract language related to:
 - Indemnification clause
 - Insurance clarification
- Revenues are listed as net of debt service and O&M costs with an assumed value for RINs
- Compensation is based on:
 - ESG/Centerpoint will monetize the d3 RIN on behalf of BCC
 - \$2.11 / DGE average value over the life of the Project
- Price paid by BCC to vendor **does not appear to include:**
 - Fueling Station Costs,
 - Vehicle Maintenance Facility upgrades required to service CNG vehicles,
 - CNG Fleet retrofits, or
 - Purchase of new CNG refuse fleet vehicles.

- These costs would be necessary in order for the BCC to recognize the estimated annual revenues in the form of fuel cost savings.
- Technology Providers:
 - Pressure Swing Absorption (PSA) system for conditioning
 - Assumes existing onsite BCC personnel will operate the Plant.
 - Does not address fueling system equipment.



Baldwin County Commission

Agenda Action Form

File #: 19-2229, **Version:** 1

Item #: BD14

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for the Development of a Baldwin County Strategic Plan for the Baldwin County Commission

STAFF RECOMMENDATION

Authorize staff to begin negotiations with **Managing Results, LLC**, so that a final recommendation for award can be made to the Baldwin County Commission for the development of a new Baldwin County Strategic Plan.

BACKGROUND INFORMATION

Previous Commission action/date:

05/21/2019 meeting: Authorized staff to prepare Request for Proposals (RFP) for the development of a new Baldwin County Strategic Plan and advertise said RFP.

Background: The Request for Proposals for the development of a new Baldwin County Strategic Plan was received July 12, 2019 at 2:00 p.m. Six (6) vendors submitted a package and after a review by Wayne Dyess, Ronald Cink, Joey Nunnally, and Wanda Gautney, two (2) firms were selected to give a presentation to the committee. The evaluation committee consisted of Wayne Dyess, Chairman, Charles Gruber, Joey Nunnally, and Ronald Cink. After viewing the two (2) presentations by the firms, the evaluation committee feels that Managing Results, LLC, meets the requirements for this project. We ask that the Baldwin County Commission approve staffs request to begin negotiations with the firm so that a recommendation for award can be made to the Baldwin County Commission for the development of a new Baldwin County Strategic Plan.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-2238, **Version:** 1

Item #: BD15

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Loren B. Lucas, Audit Compliance Officer

ITEM TITLE

Alabama Department of Revenue Reciprocal Agreement - Removal and Addition of Individuals

STAFF RECOMMENDATION

Related to the Alabama Department of Revenue Reciprocal Agreement, take the following actions:

- 1) Approve the attached updated list of commissioners, county officers, and employees who are authorized to discuss tax information relating to the Reciprocal Agreement between the Alabama Department of Revenue and Baldwin County; and
- 2) Forward the attached State of Alabama Department of Revenue Nonemployee Confidentiality and Disclosure Statements for Wayne A. Dyess, County Administrator, Adria Cian Harrison, Clerk/Treasurer, Donna G. Bryars, Senior Accountant, Tracy King, Revenue Clerk I, Terrie Watson, Revenue Clerk II, Susan McCaw, Senior Revenue Clerk, Ashlie Emerson, Senior Revenue Clerk, Samulyn Parker, Revenue Clerk II, and Crystal Rice, Revenue Compliance Officer.

The list below will remove and add the following individuals:

Remove:

Kim Creech, Clerk/Treasurer

Jennifer M. Forsman, Audit Compliance Officer

Add:

Wayne A. Dyess, County Administrator

Adria Cian Harrison, Clerk/Treasurer

Donna G. Bryars, Senior Accountant

Tracy King, Revenue Clerk I

Terrie Watson, Revenue Clerk II

Susan McCaw, Senior Revenue Clerk

Ashlie Emerson, Senior Revenue Clerk

Samulyn Parker, Revenue Clerk II
Crystal Rice, Revenue Compliance Officer

BACKGROUND INFORMATION

Previous Commission action/date: February 5, 2019

Background: The original Reciprocal Agreement between the Alabama Department of Revenue and Baldwin County, Alabama was approved on September 19, 1995, which authorized both governmental agencies to exchange certain tax information. The list of employees was last updated during the February 5, 2019 Commission Meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Regular Meeting: Administrative staff to have Chairman sign correspondence to the Alabama Department of Revenue authorizing the update of the authorized employees to disclose tax information, and enclose the "Nonemployee Confidentiality and Disclosure Statements" for Wayne A. Dyess, County Administrator, Adria Cian Harrison, Clerk/Treasurer, Donna G. Bryars, Senior Accountant, Tracy King, Revenue Clerk I, Terrie Watson, Revenue Clerk II, Susan McCaw, Senior Revenue Clerk, Ashlie Emerson, Senior Revenue Clerk, Samulyn Parker, Revenue Clerk II, and Crystal Rice, Revenue Compliance Officer to the following address:

Mr. Mike Mason, Disclosure Officer
Alabama Department of Revenue
50 North Ripley Street, Room 4112
Montgomery, Alabama 36132

Cc: Ronald J. Cink, Heather A. Gwynn

Additional instructions/notes: N/A

Attachment to the Agreement Between the
Alabama Department of Revenue and Baldwin County, Alabama
Providing for the Exchange of Tax Returns and Information
As of October 15, 2019

Baldwin County Commission

312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Honorable Jeb Ball
Honorable Billie Jo Underwood

Honorable Charles F. Gruber
Honorable Joe Davis

Baldwin County Commission Administration

Wayne A. Dyess, County Administrator

Budget, Purchasing & Grants Department

Ronald J. Cink, Budget Director

Finance and Accounting Department

Adria Cian Harrison, Clerk/Treasurer
John Marino, Chief Compliance Officer

Donna G. Bryars, Senior Accountant

Sales, Use & License Tax Department

PO Box 189
Robertsdale, AL 36567

Susanne Davis Spears, Deputy License Inspector II
Jerry Green, Audit Compliance Officer
Heather Gwynn, Sales & Use Tax Coordinator
Sharon Hunt, Chief Deputy License Inspector
Dana Long, Deputy License Inspector I
Terrie Watson, Revenue Clerk II
Ashlie Emerson, Senior Revenue Clerk
Crystal Rice, Revenue Compliance Officer

Loren Lucas, Audit Compliance Officer
Amber Riley, Audit Compliance Officer
Marcia Ward, Audit Compliance Officer
Debbie West, Audit Compliance Officer
Ebony Yelding, Deputy License Inspector I
Tracy King, Revenue Clerk I
Susan McCaw, Senior Revenue Clerk
Samulyn Parker, Revenue Clerk II

Revenue Commission

P O Box 1549
Bay Minette, AL 36507

Honorable Teddy J. Faust, Revenue Commissioner
Sonia Hicks, Personal Property Appraiser

Walt Lindsey, Chief Appraiser
Lee Ann Raley, Assistant Administrator of
Personal Property

Office of Judge of Probate

P O Box 459

Bay Minette, AL 36507

Honorable Harry D'Olive, Probate Judge

Edward (Dean) Mott, Chief Clerk

Sara Peden, Deputy Chief Clerk

RECIPROCAL AGREEMENT BETWEEN THE
STATE OF ALABAMA DEPARTMENT OF REVENUE
AND BALDWIN COUNTY, ALABAMA
PROVIDING FOR THE EXCHANGE OF TAX RETURNS AND INFORMATION

I. AUTHORITY

This agreement is made between the State of Alabama Department of Revenue and Baldwin County, Alabama and through their duly authorized representatives, pursuant to Section 40-2A-10, Code of Alabama 1975.

II. PURPOSE

The parties agree to exchange tax returns and/or return information and further agree to return the data, under the terms and conditions described herein. It is understood and agreed that all information in any form whatsoever exchanged shall be employed solely by the parties for the purposes of tax administration. It is understood that tax administration purposes are limited to those uses necessary for the assessment, collection and enforcement, including proceedings in a court of competent jurisdiction, of the respective tax laws of the parties hereto.

III. DEFINITIONS

Party: The State of Alabama Department of Revenue or, Alabama.

Return: Any tax or information return or report, declaration of estimated tax, claim or petition for refund or credit, or petition for reassessment or protest that is required by, or provided for, or permitted, under the provisions of the tax laws.

Return

Information: A taxpayer's identity, the nature, source or amount of income, gains, losses, formulary apportionment factors, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, deficiencies, over assessments, or tax payments, whether the taxpayer's return was, is being, or will be, examined or subject to other investigation for processing; or any other data received, recorded by, prepared by, furnished to, or collected by the agency with respect to a tax return or with respect to the determination of the existence, or possible existence of liability (or the amount thereof), or by any person under the laws of either party for administration, collection or enforcement of the tax laws of each party's respective governmental unit, including additions to tax, penalty, interest, fine, or other imposition, or offense;

"Return Information" does not include, however, data in a form which cannot be

associated with, or otherwise identify, directly or indirectly, a particular taxpayer.

For the purposes of sales and use tax, "return information" shall also include whether the taxpayer is authorized to use a direct pay permit and any information related thereto; and the names of the customers and any other relevant information related to specific sales and use tax transactions.

IV. SCOPE OF INFORMATION SUBJECT TO REQUEST

This agreement shall apply to all tax returns and/or return information, received or collected except for income tax returns and/or return information. Also, this agreement expressly does not include any information received from the Internal Revenue Service, pursuant to the Internal Revenue Code, Section 6103(d); and no return or return information received from any other governmental unit shall be exchanged pursuant to this agreement.

Neither party will be required to audit a taxpayer at the request of the other party.

Each party agrees not to charge each other for the costs of routine reproduction of returns and information which is mutually exchanged. The providing party may charge a reasonable fee for furnishing tax returns and/or information in magnetic tape format or under other nonroutine circumstances. Such costs shall be agreed upon before such costs are incurred.

Either party may withhold or refuse to exchange tax information if the party believes the disclosure of such information would be detrimental to the administration or enforcement of its tax laws.

V. CONFIDENTIALITY OF EXCHANGED INFORMATION

(1) Each party agrees that no tax return and/or return information obtained pursuant to this agreement shall be disclosed in any manner other than as is authorized by the state's laws concerning confidentiality of tax information; provided, however, notwithstanding the above, neither party to this agreement shall disclose any information obtained by virtue of this agreement to any other state or to any other agency, department or unit within the state or to any other local government unit.

(2) Nothing herein shall be construed so as to prohibit disclosure of any information obtained by virtue of this agreement by either party to its proper legal representatives for use in administrative, civil or criminal proceedings concerning tax administration purposes.

VI. PROCEDURE

Tax returns and/or return information may be exchanged upon request or voluntarily transmitted where the providing party believes that such information will be useful to the other party for tax administration purposes.

(A) Requests for information shall be in writing or by verifiable electronic means and must indicate the tax administration reason for the exchange.

(B) Each request shall also specify, to the extent such information is known and available, the following:

- (1) the name and address of each taxpayer for whom tax returns and/or return information is requested;
- (2) the taxable period or periods for which information is desired and requested;
- (3) the taxpayer's social security number and/or federal identification number, if available; and
- (4) any other information which may help facilitate the exchange.

(C) Each party agrees to furnish the other a list showing the names and official titles of all personnel authorized to request, receive, and/or disclose information under the agreement and to periodically update for current information.

VII. DESTRUCTION OF RETURNS AND/OR RETURN INFORMATION

Upon completion of the use of exchanged tax returns and/or return information, the recipient agrees to:

- (1) return all tax returns and/or return information (along with all copies made thereof) to the furnishing party; or,
- (2) destroy such returns and/or information by shredding. A written report will be submitted to the furnishing party describing how and when the destruction was effected.

VIII. COMMENCEMENT/TERMINATION OF AGREEMENT

This agreement shall become effective on the day it is executed by both parties. This agreement is not limited to periods of time or years, and it will be considered in effect until terminated.

Additions and changes in the provisions of this agreement may be made by mutual written consent of the proper officials of the parties and shall become an attachment to this agreement.

Both parties acknowledge that this agreement is subject to statutory alterations. Both parties agree to promptly inform each other of any proposed changes in their respective tax

confidentiality laws. In the event that the laws of either party which relate to this agreement are repealed or substantially amended, the other party may suspend or terminate this agreement upon written notice.

Any unauthorized use or disclosure of information obtained by virtue of this agreement shall constitute grounds for either party to terminate this agreement immediately upon the mailing of written notice to the other party. In any event, either party may terminate this agreement upon thirty (30) days' written notice to the other party.

Approved:

Wendy Allen

Barbara E. Eady
Disclosure Officer
Alabama Department of Revenue

9/19/1995
Date

August 7, 1995
Date



Baldwin County Commission

Agenda Action Form

File #: 19-2242, **Version:** 2

Item #: BH1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: Replacement

From: Kelly Childress, Council on Aging Coordinator

Submitted by: Beverly Johnson, Administrative Support Specialist IV

ITEM TITLE

*Vaughn S.A.I.L. Center Lease Agreement

STAFF RECOMMENDATION

Approve and Authorize Chairman to sign a Lease Agreement between the Vaughn Sail Center (Domestic Non-Profit Corporation) and the Baldwin County Commission, allowing the use of the county facility located at 55210 Canaan Rd. W, in Stockton, Alabama for the purpose of having a Senior Activities for Independent Living (S.A.I.L.) Center in the Vaughn Community.

The term ("Term") covered by this Lease Agreement shall be for a period of thirty-six (36) months and shall commence on the 1st day of November, 2019, and shall terminate at 11:59 p.m. Central Time on the 31st day of October, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: REASON FOR REPLACEMENT ITEM: Staff received the Lease Agreement from the County Attorney with revisions as discussed at 10/08/2019 Work Session. Staff recommendation has been revised to reflect the correct terms for the agreement.

Exhibit A to the Lease Agreement is forthcoming and will be attached to the Lease Agreement prior to the execution by both parties.

The Commission has been in discussions with Vaughn Community leaders and the South Alabama Regional Planning Commission (SARPC) Area Agency on Aging staff to lease the North Baldwin Council on Aging building for the purpose of having a S.A.I.L. Center to serve the senior population in the Vaughn Community.

Vaughn sail Center is a registered Domestic Non-profit Corporation with the Alabama Secretary of State, entity id 549-457.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administrative staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Chairman to execute the Lease Agreement. Provide a copy of fully executed agreement to:

Pastor Lesley Williams
P.O. Box 662
Stockton, Alabama 36579

Additional instructions/notes: N/A



Alabama Secretary of State



Vaughn sail Center	
Entity ID Number	549 - 457
Entity Type	Domestic Non-Profit Corporation
Principal Address	55810 CANAAN RD W STOCKTON, AL 36579
Principal Mailing Address	POB 662 STOCKTON, AL 36579
Status	Exists
Place of Formation	Baldwin County
Formation Date	4-2-2019
Registered Agent Name	WILLIAMS, LESLEY
Registered Office Street Address	55810 CANAAN RD W STOCKTON, AL 36579
Registered Office Mailing Address	POB 662 STOCKTON, AL 36579
Nature of Business	NON PROFIT FOR THE USE OF COMMUNITY SENIOR CITIZENS MEETING FOR
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	WILLIAMS, LESLEY
Incorporator Street Address	53822 HWY 59 STOCKTON, AL 36579
Incorporator Mailing Address	POB 662 STOCKTON, AL 36579
Directors	
Director Name	WILLIAMS, LESLEY
Director Street Address	53822 HWY 59 STOCKTON, AL 36579
Director Mailing Address	POB 662 STOCKTON, AL 36579
Director Name	NYE, MITCHELL
Director Street Address	9330 BRYANT LANDING RD STOCKTON, AL 36579

Vaughn sail Center	
Director Mailing Address	POB 257 STOCKTON, AL 36579
Director Name	DAVIS, SANFORD
Director Street Address	2251 ROBERTA DR MOBILE, AL 36617
Director Mailing Address	2251 ROBERTA DR MOBILE, AL 36617
Transactions	
Transaction Date	4-15-2019
Miscellaneous Filing Entry	New Entity Effective 04-02-2019 11:20
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	4-15-2019 Certificate of Formation 5 pgs.

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LEASE AGREEMENT

This Agreement is entered into by and between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as "Landlord"), and VAUGHN SAIL CENTER, an Alabama nonprofit corporation (hereinafter referred to as "Tenant").

WITNESSETH:

For and in consideration of the respective covenants and agreement of the parties contained herein, Landlord does hereby lease and demise unto Tenant for and during the lease term the following described Leased Premises located in Baldwin County, Alabama, to wit:

SEE EXHIBIT A.

The Tenant shall be entitled to use the Leased Premises as outlined and depicted on the attached Exhibit A. The Landlord reserves the right, in its sole discretion, to subdivide the Premises in order to create two or more lots or parcels. In that event, the parties agree that the legal description of the property outlined and depicted in Exhibit A shall be substituted for the legal description set forth in this Agreement based on the subdivision by an addendum executed by the parties, if deemed necessary by the Landlord.

(Said lands and improvements are hereinafter referred to as the "Leased Premises".) This Agreement is made, however, conditioned upon and subject to the following terms and conditions which are agreed to by the respective parties:

1. USE OF LEASED PREMISES

1.1 The Leased Premises are to be used by the Tenant for the sole purpose of operating a S.A.I.L. Center in accordance with the Tenant's agreement with the South Alabama Regional Planning Commission ("SARPC") dated _____ for programs outlined in the SARPC agreement, and normal office operations incidental to such activities, or as otherwise expressly permitted by Landlord, in its sole discretion. Any other business activity or uses are expressly prohibited, including, but not limited to, car wash, weddings, private parties, private events, fundraising activities, farming, private business activities or any other use or activity not approved by the Landlord. Tenant shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations of any lawful authority having jurisdiction over said Leased Premises, including, but not limited to, those relating to cleanliness, safety, occupation and use of said Leased Premises and the nature, character and manner of the operation of the business conducted in or at said Leased Premises. In addition, Tenant shall comply with all laws, ordinances, orders, rules and regulations related to the programs provided by Tenant. Tenant shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations

pertaining to environmental protection, either through the EPA, ADEM (Alabama Department of Environmental Management) or other regulatory bodies.

1.2 Tenant is solely responsible for the safety of all employees, invitees, customers and guests relative to the Leased Premises.

1.3 Landlord agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Agreement, have the peaceable and quiet enjoyment and possession of the Leased Premises.

1.4 The hours of operation and use of the Leased Premises shall be as follows:

(1) Monday – Friday 6:30 a.m. to 1:30 p.m. for
Tenant staff members and deliveries; and

(2) Monday – Friday 8:30 a.m. to 12:30 p.m. for the
public.

1.5 The Landlord shall have the right to conduct inspections of the Leased Premises at any time, in its discretion.

2. DURATION OF LEASE TERM

2.1 The term (“Term”) covered by this Lease Agreement shall be for a period of thirty-six (36) months and shall commence on the 1st day of November, 2019, and shall terminate at 11:59 p.m. Central Time on the 31st day of October, 2022.

3. CONSIDERATION

3.1 In consideration of this Agreement and the benefit to the public provided by Tenant’s programs, the Landlord agrees to lease the property to the Tenant rent free for the term of the Agreement.

3.2 Tenant shall provide homebound meal delivery within a five (5) mile radius of the Leased Premises. The Landlord may provide assistance with deliveries by and through the Baldwin Rural Area Transit System (“BRATS”) as determined by the Landlord, in its discretion.

4. MAINTENANCE AND REPAIR

4.1 Tenant has inspected the Leased Premises prior to the execution of this Lease and agrees to accept the same in its present condition. Tenant is taking the Leased Premises in “as is” condition. Landlord shall maintain and keep in a good state of repair all improvements situated on the Leased Premises, including, without limitation, windows, electric wiring, plumbing, heating and air conditioning unit(s) and the parking area. Tenant shall be

solely responsible for maintaining and keeping the interior of the Premises (excluding any portion thereof in or below the floor of the Premises) in a good state of repair, free from refuse and rubbish, and shall return and surrender possession of the same at the expiration or termination of this lease in like good order as at the commencement of said Term, normal wear and tear excepted.

4.2 It is expressly understood and agreed between the parties hereto that the Landlord shall not be responsible for the maintenance or repair to any of the items described herein which said maintenance or repair is necessitated by any act of Tenant or Tenant's invitees or licensees, it being expressly agreed by the parties hereto that such maintenance and repair shall be the obligation of the Tenant, including, but not limited to, any repair to the electrical wiring, plumbing and heating and air conditioning unit(s), provided, however, that Tenant shall not be responsible for any repairs necessitated as a result of negligence or intentional acts of Landlord or its employees or agents.

4.3 The Tenant may, at Tenant's expense, make such alterations in, or additions to, the building or Leased Premises, as Tenant may deem necessary to fit the same for the business of Tenant, upon first obtaining written approval of Landlord, in Landlord's sole discretion. It is understood that any and all improvements shall become property of the Landlord, with the exception of fixtures purchased by Tenant which can be removed without damage to the Leased Premises.

4.4 Landlord shall not be required to do any repairs upon the Leased Premises or building thereon other than those agreed upon at commencement of the Lease, if any, and the Landlord shall not be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of said roof, plumbing, gas, water, steam or other sewerage, or the bursting, leaking or running of any cistern tank, wash pan, water closet, or waste pipe, in, above or upon said building, premise or appliances located therein.

4.5 It is further understood and agreed by the parties hereto that nothing herein shall be construed as denying the Landlord the right to make any repairs which are deemed necessary during the Term of this Lease, such right being expressly reserved unto the Landlord.

4.6 Landlord shall maintain and keep in a good state of repair the exterior of all improvements situated on the Leased Premises.

4.7 Landlord shall be responsible for the maintenance of fire extinguishers and pest control.

5. UTILITIES AND CARE OF PREMISES

5.1 Landlord agrees to pay all bills incurred for electricity, water, gas, sewer, garbage or other utilities of whatsoever kind used on the Leased Premises during the term of this Lease. Tenant agrees to permit no waste of the property, or allow the same to be done, but to take good care of the same; and upon the termination of this Lease, to surrender quiet and

peaceable possession of the said Leased Premises in like good order as at the commencement of said term, normal wear and tear excepted.

6. INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE
EXTENDED COVERAGE INSURANCE

6.1 Indemnity. Landlord shall not be liable to Tenant or to Tenant's employees, agents, licensees, guests or visitors, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Leased Premises caused by the negligence, acts, omissions or misconduct of Tenant, its employees, licensees, guests, visitors or of any other person entering the Leased Premises under the express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder or resulting from any other cause. **TO THE FULLEST EXTENT ALLOWED BY LAW, TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE, SHAREHOLDER, TRUSTEE, BENEFICIARY, PARTNER OR EMPLOYEE OF LANDLORD (HEREIN COLLECTIVELY CALLED A "LANDLORD RELATED PARTY") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM, (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE LEASED PREMISES; OR (II) THE OPERATION OR CONDUCT OF TENANT'S BUSINESS WITHIN THE LEASED PREMISES (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE RESULT OF OR CAUSED SOLELY BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY LANDLORD RELATED PARTY. TENANT SHALL, AT TENANT'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO LANDLORD.**

Tenant shall not cause or permit hazardous materials to be brought upon, kept or used in or about the Leased Premises other than as is necessary or useful to Tenant's business. Any such hazardous material shall be used, kept and stored in a manner that complies with all laws regulating any such hazardous material. **TO THE FULLEST EXTENT ALLOWED BY LAW, TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND LANDLORD RELATED PARTIES FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES AS A RESULT OF THE CONTAMINATION OF THE LEASED PREMISES BY ANY SUCH HAZARDOUS MATERIALS OF TENANT. THIS INDEMNIFICATION OF LANDLORD AND LANDLORD RELATED PARTIES BY TENANT INCLUDES, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL**

REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF TENANT. THIS INDEMNIFICATION OF LANDLORD BY TENANT INCLUDES WITHOUT LIMITATION COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF TENANT PRESENT IN THE SOIL OR GROUNDWATER OR UNDER THE LEASED PREMISES AS A RESULT OF TENANT'S ACTIONS. WITHOUT LIMITING THE FOREGOING, IF THE PRESENCE OF ANY HAZARDOUS MATERIAL ON THE LEASED PREMISES CAUSED OR PERMITTED BY TENANT RESULTS IN ANY CONTAMINATION OF THE PREMISES, TENANT SHALL PROMPTLY TAKE ALL ACTIONS, AS ITS SOLE EXPENSE, AS ARE NECESSARY TO RETURN THE LEASED PREMISES TO THE CONDITION EXISTING PRIOR TO THE INTRODUCTION OF ANY SUCH HAZARDOUS MATERIAL TO THE LEASED PREMISES. "HAZARDOUS MATERIAL" SHALL MEAN ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF ALABAMA OR THE UNITED STATES GOVERNMENT.

6.2 Responsibility for Insurance Coverage:

(a) Tenant shall, during the Term, at its sole expense, obtain and keep in force, the following types of insurance insuring the Tenant and Landlord (Landlord shall at all times be named as an additional insured), as their respective interests may appear, (i) comprehensive general liability insurance coverage, personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability with limits of not less than One Million (\$1,000,000.00) Dollars inclusive (the aggregate limits of such insurance to apply specifically to the Leased Premises and not to multiple locations); (ii) "All Risk" Physical Damage insurance for Tenant's property (personal property, fixtures and leasehold improvements) in or on the Leased Premises, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, for the full insurable value thereof, including an endorsement provided for "loss of income" coverage; and (iii) All Risk Property Damage Insurance covering any building or improvements constructed by the Tenant on the Leased Premises (including exterior walls, downspouts, gutter and roof), in an amount not less than ninety (90%) percent of full replacement cost (exclusive of the cost of excavations, foundations, and footings), and with such retention and amounts deductible as Landlord may in its discretion permit, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft,

vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, and such other risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time require. All such policies shall name Landlord and Landlord Related Parties as additional insureds.

(b) Tenant shall furnish evidence satisfactory to Landlord of the existence of and maintenance of such insurance prior to or contemporaneous with the commencement of the Term and thereafter at least fifteen (15) days prior to any date on which such policy is required to be renewed. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to the cancellation of such insurance.

6.3 Non-Liability for Certain Damages: NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE LIABLE FOR DAMAGES TO TENANT OR ANY PARTY CLAIMING THROUGH TENANT FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OR FOR INTERRUPTION OR DAMAGE TO BUSINESS RESULTING FROM ANY OF THE FOLLOWING REASONS: (A) ANY ACT, OMISSION OR NEGLIGENCE OF TENANT OR TENANT'S EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, SUBTENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (B) ANY ACT, OMISSION OR NEGLIGENCE OF ANY OTHER TENANT WITHIN THE BUILDING, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, TENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (C) THE REPAIR, ALTERATION, MAINTENANCE, DAMAGE OR DESTRUCTION OF THE LEASED PREMISES OR ANY OTHER PORTION OF THE LEASED PREMISES (INCLUDING THE CONSTRUCTION OF LEASEHOLD IMPROVEMENTS FOR OTHER TENANTS OF THE LEASED PREMISES); (D) VANDALISM, THEFT, BURGLARY AND OTHER CRIMINAL ACTS (OTHER THAN THOSE COMMITTED BY LANDLORD'S EMPLOYEES); (E) ANY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES, WIRING, HEATING OR AIR CONDITIONING EQUIPMENT, STAIRS, ELEVATORS, OR SIDEWALKS; THE BURSTING OF ANY PIPES OR THE LEAKING, ESCAPING OR FLOWING OF GAS, WATER, STEAM, ELECTRICITY, OR OIL; BROKEN GLASS; OR THE BACKING UP OF ANY DRAINS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD RELATED PARTY; (F) INJURY DONE OR OCCASIONED BY WIND, SNOW, RAIN OR ICE, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION, ORDER OF ANY GOVERNMENTAL BODY OR AUTHORITY, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF LANDLORD. UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR DAMAGES RELATED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS.

7. LOSS OF BUILDING

7.1 If the buildings located on the Leased Premises are totally or partially damaged or destroyed by fire, or other cause, so as to be partially or totally unfit for the use or purpose for which the same is hereby let, the Landlord may elect to repair or rebuild same within ninety (90) days after receiving written notice from the Tenant of such destruction. If such election is made, the Landlord shall proceed to rebuild or repair the said building with due diligence. The rent during said time of reconstruction shall be reduced in the proportion that said Leased Premises in the untenable or unfit condition bears to the condition of the said Leased Premises immediately prior to said damage; provided, however, that in the event Landlord fails to make such election to repair or rebuild within the aforesaid ninety (90) days after the Tenant properly notifies the Landlord of such damage, this Agreement may be terminated by the Tenant by written notice to the Landlord at any time after the expiration of said ninety (90) day period. Such notice must be given prior to the commencement of reconstruction by the Landlord, and in the event that reconstruction is begun by the Landlord subsequent to said ninety (90) day period and prior to notification by Tenant of its intent to terminate this Agreement, then Tenant will be deemed to have waived the right to so terminate.

8. EMINENT DOMAIN

8.1 In the event the whole of the Leased Premises shall be taken by federal, state, county, city, public utility or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Leased Premises, the Term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the rent herein provided for shall be adjusted as of the date of such termination of this Agreement.

8.2 In the event that a portion of the Leased Premises be taken by such authority, this Lease shall continue in full force and effect as to the property remaining, provided, however, that said property remaining is capable of a continued enjoyment by the Tenant for the uses and purposes provided herein.

9. DEFINITION OF DEFAULT

9.1 The happening of any one or more of the following events shall constitute events of default hereunder:

- (a) The levy of execution or other legal process upon the interest of the Tenant in the leasehold estate herein created, or upon any property of the Tenant located upon the Leased Premises that remain in effect for thirty (30) days from such levy.
- (b) The adjudication of the Tenant to be bankrupt, or the approval of a petition for a reorganization of the Tenant filed in good faith, in proceedings

instituted under the bankruptcy laws, which remain in effect for thirty (30) or more days from such adjudication.

- (c) The making of an assignment by the Tenant for the benefit of creditors with respect to all or substantially all of the Tenant's property.
- (d) The appointment of a receiver of the Tenant or of Tenant's property by a court of competent jurisdiction which remains in effect for thirty (30) or more days from such appointment.
- (e) The failure of the Tenant to perform any duty or obligation herein imposed upon Tenant at the time when this Agreement requires said duty or obligation to be performed and the continuance of such failure for a period of thirty (30) days after Landlord provides written notice to Tenant of such failure.
- (f) The vacation of said Leased Premises or abandonment of possession of the same by the Tenant, or the use by the Tenant of said Leased Premises for purpose other than those for which the same are hereby let which is not cured within thirty (30) days after Landlord provides written notice to Tenant of such act in violation of this Lease.
- (g) Violation by Tenant of any laws, rules or regulations regarding the use of the Leased Premises and/or the programs provided by the Tenant.

10. REMEDIES UPON DEFAULT

10.1 In the event of default by the Tenant as provided in paragraph 9 hereof which is not cured within the cure periods provided, Landlord shall have the right, at Landlord's option:

- (a) To cancel, terminate and annul this lease and immediately re-enter and repossess the let Premises;
- (b) To demand immediate possession of the Leased Premises without annulling this Agreement;
- (c) In the event this Lease is in default by Tenant, Landlord has the right to place "For Rent" signs on the building while such event of default is in existence and has not been cured. Tenant agrees to allow Landlord, or parties authorized by Landlord, to visit and inspect the building or show for view for buying or renting the same immediately upon default of the Lease; and

- (d) To exercise or seek any and all rights or remedies available at law or in equity.

11. ATTORNEY'S FEES

11.1 If an event of default by Tenant hereunder occurs and is continuing, and in the event of the subsequent employment by the Landlord of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Leased Premises, or on account of bankruptcy proceedings by or against the Tenant, or legal process being issued against the leasehold interest of the Tenant in the let Premises, or against any property of the Tenant located upon the Leased Premises, or upon the necessity of the Landlord employing an attorney on account of any violation of the conditions of this lease by the Tenant, in such event, the Tenant hereby agrees to pay and shall be taxed with a reasonable attorney's fee and related costs for the services of such attorney on behalf of the Landlord and any Landlord Related Party.

12. TAXES

12.1 Tenant shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon (i) the land and improvements hereby leased; and (ii) any fixtures, equipment, merchandise or other personal property of any kind installed upon the Leased Premises or brought thereto by Landlord. Tenant shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon any fixtures, equipment, merchandise or other personal property of any kind installed upon the Leased Premises or brought thereto by Tenant. Tenant shall, within fifteen (15) days of receiving notification of same, pay all property taxes assessed against the property, provided however that Tenant shall pay only the prorated portion of such taxes accruing during Tenant's occupancy of the Leased Premises.

13. ACCESS TO RECORDS Landlord shall have the right to access all records of the Tenant for the purpose of determining compliance with the terms and conditions of this Agreement and to ensure compliance with all terms and conditions of the SARPC agreement. Tenant shall provide reports or information to the Landlord regarding the following: charges or complaints related to the Tenant's programs, Audits, annual health inspections and annual fire inspections. The Landlord shall be notified within 24 hours of the following: items or matters required to be reported to appropriate agencies; death of anyone at the Leased Premises; injuries to persons or guests while on the Leased Premises; damage to the building or safety equipment and the cause of such damage; DHR investigations or allegations; any arrest or conviction of a staff member, including, but not limited to, arrest or convictions involving crimes of a sexual nature, crimes involving a youth or a child as a victim, crimes involving a weapon and crimes involving illegal substances; and any newsworthy items or matters.

14. ASSIGNMENT

14.1 The Tenant shall not have the right to assign, sublease or transfer this Lease without the prior written consent of Landlord, which consent may be withheld, in the sole discretion of the Landlord.

15. NOTICES

15.1 All notices given hereunder shall be made by either (1) delivery by hand to the address of the Tenant or in person to Tenant, or posted at the entrance of the Leased Premises of Tenant for a period of twenty-four (24) hours; or (2) in writing and sent by U.S. Registered or U.S. Certified Mail, postage prepaid, addressed as follows:

Landlord: BALDWIN COUNTY COMMISSION
Attn.: Chairman of the Baldwin County Commission
322 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Tenant:	Vaughn Sail Center c/o Lesley Williams 53822 Hwy. 59 Stockton, AL 36579	Mailing Address: P. O. Box 662 Stockton, AL 36579
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Each party may, by like notice, from time to time, designate any further or different address to which subsequent notices shall be sent.

16. HOLDING OVER

16.1 In the event that the Tenant remains in possession of the Leased Premises or any part thereof after the expiration of said lease term, the Tenant shall be a Tenant at the will of the Landlord, and upon demand, the Tenant shall surrender peaceable possession of said Premises to the Landlord. In such event, all of the terms, conditions and covenants of this Agreement shall remain in full force and effect, and the Tenant shall be liable for rent due of One Thousand Five Hundred Dollars (\$1,500.00) per month for the period of time the Tenant does not vacate the premises after expiration or termination of this Agreement, in addition to any other damage of whatsoever kind suffered by the Landlord as a result of the failure of the Tenant to vacate the Leased Premises.

17. SURRENDER OF POSSESSION

17.1 The Tenant agrees that, upon the expiration of the lease term herein, Tenant will surrender quiet and peaceable possession of said Leased Premises in like good order as at the commencement of said term, reasonable wear and tear excepted. The Tenant further agrees that Tenant shall be liable unto the Landlord for the restoration of the Leased Premises to the same good condition that the said property was in as of the commencement date of the lease

term herein, reasonable wear and tear excepted, and provided that such restoration is made necessary by damages caused to the leased property by the Tenant through Tenant's negligence, willful act, abuse or other misuse of the leased property, reasonable wear and tear excepted.

18. SUCCESSIVE INTEREST

18.1 This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of each of the parties hereto.

19. EQUIPMENT AND FURNISHINGS

19.1 The Landlord, in its sole discretion, may allow for the use or purchase or lease of certain equipment, furnishings or internet services. If the Landlord so elects and Tenant agrees, the parties may enter into a separate agreement or addendum to this Agreement outlining such terms and conditions.

20. LIEN ON LEASEHOLD

20.1 As further consideration of the Lease Agreement and to secure the prompt payments of the rents due hereunder, a first lien is hereby expressly reserved by the Landlord and granted by the Tenant upon the terms of this lease and upon all interest of the Tenant in this leasehold for the payment of rent and also for the satisfaction of any cause of action which may accrue to the Landlord by provisions of this instrument. A first lien is expressly reserved by the Landlord and granted by the Tenant upon all buildings, improvements, fixtures, water fixtures, gas fixtures and any other fixtures of whatsoever kind erected or put in place or that may be erected or put in place upon the Leased Premises by or through the Tenant, and also for the satisfaction of any cause of action which may accrue to the Landlord by the provisions of this Agreement.

21. TERMINATION

21.1 Notwithstanding anything in this Agreement to the contrary, Landlord shall have the right to terminate this Agreement, with or without cause, by giving Tenant thirty (30) days written notice of such termination. Notice shall be deemed effective and delivered upon personal delivery or by depositing the notice in the mail at the last known address.

22. ENTIRE AGREEMENT

22.1 This instrument constitutes the entire Agreement and understanding of the parties hereto on the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, restrictions, warranties, or representations between or among the parties hereto other than those set forth herein.

23. GOVERNING LAW

23.1 This Agreement shall be deemed to have been made within the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, the Landlord and Tenant, by and through their duly authorized representatives, have signed duplicate originals of this Lease Agreement on this the _____ day of _____, 2019.

LANDLORD

BALDWIN COUNTY COMMISSION

Attest:

WAYNE DYESS
County Administrator

By: _____
CHARLES F. GRUBER
Its Chairman

TENANT

VAUGHN SAIL CENTER
an Alabama nonprofit corporation

By: _____

Its _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

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

Notary Public, Baldwin County, Alabama
My Commission Expires:_____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of VAUGHN SAIL CENTER, an Alabama nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

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

Notary Public, Baldwin County, Alabama
My Commission Expires:_____

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507

EXHIBIT A



Baldwin County Commission

Agenda Action Form

File #: 19-2242, **Version:** 1

Item #: BH1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Kelly Childress, Council on Aging Coordinator

Submitted by: Beverly Johnson, Administrative Support Specialist IV

ITEM TITLE

Vaughn S.A.I.L. Center Lease Agreement

STAFF RECOMMENDATION

Approve and Authorize Chairman to sign a Lease Agreement between the Vaughn Sail Center (Domestic Non-Profit Corporation) and the Baldwin County Commission, allowing the use of the county facility located at 55210 Canaan Rd. W, in Stockton, Alabama for the purpose of having a Senior Activities for Independent Living (S.A.I.L.) Center in the Vaughn Community. The Agreement will commence upon full execution and will expire in 36 months.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission has been in discussions with Vaughn Community leaders and the South Alabama Regional Planning Commission (SARPC) Area Agency on Aging staff to lease the North Baldwin Council on Aging building for the purpose of having a S.A.I.L. Center to serve the senior population in the Vaughn Community.

Vaughn sail Center is a registered Domestic Non-profit Corporation with the Alabama Secretary of State, entity id 549-457.

AGREEMENT FORTHCOMING

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administrative staff

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

Chairman to execute the Lease Agreement. Provide a copy of fully executed agreement to:

Pastor Lesley Williams
P.O. Box 662
Stockton, Alabama 36579

Additional instructions/notes: N/A



Alabama Secretary of State



Vaughn sail Center	
Entity ID Number	549 - 457
Entity Type	Domestic Non-Profit Corporation
Principal Address	55810 CANAAN RD W STOCKTON, AL 36579
Principal Mailing Address	POB 662 STOCKTON, AL 36579
Status	Exists
Place of Formation	Baldwin County
Formation Date	4-2-2019
Registered Agent Name	WILLIAMS, LESLEY
Registered Office Street Address	55810 CANAAN RD W STOCKTON, AL 36579
Registered Office Mailing Address	POB 662 STOCKTON, AL 36579
Nature of Business	NON PROFIT FOR THE USE OF COMMUNITY SENIOR CITIZENS MEETING FOR
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	WILLIAMS, LESLEY
Incorporator Street Address	53822 HWY 59 STOCKTON, AL 36579
Incorporator Mailing Address	POB 662 STOCKTON, AL 36579
Directors	
Director Name	WILLIAMS, LESLEY
Director Street Address	53822 HWY 59 STOCKTON, AL 36579
Director Mailing Address	POB 662 STOCKTON, AL 36579
Director Name	NYE, MITCHELL
Director Street Address	9330 BRYANT LANDING RD STOCKTON, AL 36579

Vaughn sail Center	
Director Mailing Address	POB 257 STOCKTON, AL 36579
Director Name	DAVIS, SANFORD
Director Street Address	2251 ROBERTA DR MOBILE, AL 36617
Director Mailing Address	2251 ROBERTA DR MOBILE, AL 36617
Transactions	
Transaction Date	4-15-2019
Miscellaneous Filing Entry	New Entity Effective 04-02-2019 11:20
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	4-15-2019 Certificate of Formation 5 pgs.

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Baldwin County Commission

Agenda Action Form

File #: 19-2233, **Version:** 1

Item #: B11

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Connie Dudgeon, Budget/Finance Director, BCSO

ITEM TITLE

Fiscal Year 2019-2020 Agreement for Community Traffic Safety Program Grant Participation

STAFF RECOMMENDATION

Approve the Fiscal Year 2019-2020 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement (and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO)). The term of this contract will be October 1, 2019 through September 15, 2020.

Upon approval of grant(s), funding will be made available to the Baldwin County Sheriff's Office through CORE reporting system by SWARHSO as authorized by ADECA. This Agreement for CTSP Grant Participation is not a notice of grant approval but is required for the Baldwin County Sheriff's Office's receipt of CTSP Grant funds if such become available.

BACKGROUND INFORMATION

Previous Commission action/date: October 2, 2018

Background: During the October 2, 2018, regular meeting, the Baldwin County Commission approved the Fiscal Year 2018-2019 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract was October 1, 2018, through September 15, 2019.

FINANCIAL IMPACT

Total cost of recommendation: Unknown until Agreement is submitted and approved by ADECA.

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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):

Mail Agreement for signatures to:

Mrs. Dawn Wilhelm, Director
Mobile County Commission
South Regional Highway Safety Office
P.O. Box 1443
Mobile, Alabama 36633
dawnwilhelm@bellsouth.net

Additional instructions/notes: N/A

**SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE
MOBILE COUNTY COMMISSION**

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-574-8659

Community Traffic Safety Program (CTSP)

Agreement for CTSP Grant Participation

Fiscal Period: October 01, 2019 – September 15, 2020

(NOT the same as a grant's authorized spending period during this Contract Period)

This agreement is entered into by Southwest Alabama Regional Highway Safety Office, located at the Mobile County Commission, hereinafter referred to as "SWARHSO", and the governing entity of the law enforcement department of the following:

Baldwin County Sheriff's Office, hereinafter referred to as "AGENCY", for official participation in the Southwest Region's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by ADECA and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s). The term of this contract will be from **October 01, 2019 through September 15, 2020; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.

The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through the Alabama Department of Economic Community Affairs (ADECA) and Mobile County Commission's SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.

The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PUSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWHSO.**

Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**

NO AGENCY will be approved to receive overtime enforcement funding without having entered into this contract with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this contract, which meets the minimum requirements set forth to participate in this program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotspot locations, as applicable.

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2019 – September 15, 2020

Page 2 of 4

During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.

The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.

At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SWARHSO to have an accurate account of activity in the region.

Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.

The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2020 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed. It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

Mobile County Commission
Southwest Alabama Regional Highway Safety Office Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2019 – September 15, 2020
Page 3 of 4

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this contract.

The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.

Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc) to the Agency of such termination.

Signatures required:

_____ Signature of GOVERNING ENTITY'S Authorizing Official <i>(Mayor/Comm. Chair authorized to enter Agreement)</i>	_____ DATE Printed Name of Authorizing Official and Title
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_____ Signature of AGENCY's Chief Law Enforcement Official <i>(Chief of Police or Sheriff)</i>	_____ DATE Printed Name of Chief LE Official and Title
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To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

Signature of Authorized Official
Southwest Alabama Regional Highway Safety Office

Dawn Wilhelm **DATE**
Printed Name of Regional Director



Baldwin County Commission

Agenda Action Form

File #: 19-2212, **Version:** 1

Item #: BJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Zachary M. Hood, EMA Director

Submitted by: Danon H. Smith, Planning & Grants Coordinator

ITEM TITLE

Fiscal Year 2019 Emergency Management Performance Grant (EMPG) Federal Share Agreement

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Cooperative Agreement with the Alabama Emergency Management Agency providing \$65,451.00 in Emergency Management Performance Grant (EMPG) funds (Federal funds passed through the State) to the Baldwin County Emergency Management Agency and any related documents. The period of performance for this grant is October 1, 2018, to September 30, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: EMPG funds are received on an annual basis and are used to support viable emergency management programs at the state and local levels of government. The Alabama Emergency Management Agency is the State Administrative Agency for these funds.

FINANCIAL IMPACT

Total cost of recommendation: \$65,451.00 - offset by grant revenue

Budget line item(s) to be used: 52300

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: David J. Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration and EMA Planning & Grants Coordinator

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

Administration:

Prepare correspondence and obtain Chairman's signature on original. Retain one (1) copy for BCC Administration records, send one (1) copy to EMA (Danon Smith) via BCC courier, and mail one (1) copy to:

Alabama Emergency Management Agency
Attn: Jared Stewart
P.O. Drawer 2160
Clanton, Alabama 35046-2160

EMA Planning & Grants Coordinator:

Manage grant activities and submit reimbursement claims and quarterly reports to AEMA.

Additional instructions/notes: N/A



KAY IVEY
GOVERNOR

STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY

5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
(205) 280-2200 FAX # (205) 280-2495



BRIAN E. HASTINGS
DIRECTOR

September 24, 2019

TO: County EMA Directors

FROM: Brian Hastings
Director

SUBJECT: Federal EMPG Funding for FY 2019

Attached are the subaward agreements for the FY 2019 Emergency Management Performance Grant (EMPG). Subaward agreements have been modified to reflect federal requirements set forth in the [Code of Federal Regulations at 2 C.F.R. Part 200](#). This funding is being subawarded to your county in support of comprehensive planning processes that seek to enhance emergency management and catastrophic planning capabilities. The funding is to be utilized in accordance with the "FY 2019 Emergency Management Performance Grants Program Notice of Funding Opportunity (NOFA)." This NOFA can be obtained by visiting the following website https://www.fema.gov/media-library-data/1555007400063-712e02822d6ec4fef35f3af5f2266eb8/FY_2019_EMPG_NOFO_FINAL2_508.pdf,

Please sign and initial all copies and return one original to our office, Attn: Jared Stewart for execution. Once your cooperative agreement is mailed back to us, AEMA personnel will process any outstanding claims for payment.

AEMA appreciates your agency's efforts and dedication to ensuring that your jurisdiction is prepared for all incidents/accidents that may occur. We hope that this funding will help to further your emergency management capability.

If you have any financial questions, please contact Jared Stewart at (205) 280-2242, jared.stewart@ema.alabama.gov.

Enclosure(s)

**SUBAWARD
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

1. Grantee: Baldwin Co. EMA	2. Effective Dates: 10/01/2018-09/30/2019
3. Issuing Agency: Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. FAIN: [REDACTED]
5. CA Number: [REDACTED]	
6. Federal Allocation:	\$65,451.00
7. CFDA #: [REDACTED]	8. Federal Award Date: 08/26/19
9. Total Federal Award: \$5,728,503.00	

Subrecipient has reviewed the Program Information relating to Emergency Management Performance Grants provided by the Alabama Emergency Management Agency referred to as AEMA. The agreement for, "**Fiscal Year 2019 Emergency Management Performance Grants (EMPG)**" and concurs with the terms and conditions contained therein. Please reference the following websites for EMPG Program Guidance to ensure you are in compliance <https://www.fema.gov/media-library/assets/documents/178513>.


Subrecipient agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subrecipient's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Section; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Section; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) **all claims relating to this grant will be submitted by October 31, 2019;** (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Subrecipient agrees that, as a recipient of a Federal contract and/or grant, federal funds will not be expended for cost incurred to encourage, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action to increase the appropriation for EMPG funding or to amend any restrictions placed on EMPG funding. Subrecipient also agrees federal funds will not be expended to influence DHS/FEMA officials to award, extend, or modify the EMPG grant.

Subrecipient agrees that the AEMA Director or his designated agent may elect to withhold or, with ten days' notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

Certification By County Official Authorized To Sign:

I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subrecipient approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Subrecipient will not supplant state or local funds.



Brian E. Hastings, Director
Alabama Emergency Management Agency

Local EMA Director/Coordinator

Chief Elected Official

09/24/19

Date

Date

Date

1. **Applicable Federal Regulations:** The Subrecipient must comply with the Office of Management and Budget (OMB Circulars, as applicable: [2 C.F.R. Part 200A](#)). Also, the Subrecipient must comply with the provisions of 28 CFR applicable to grants and Subawards including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative requirements for Grants and Subawards to State and Local Governments.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
3. **Audit Requirements:** The subrecipient agrees to comply with the requirements of OMB Circular [2 C.F.R. Part 200](#). Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AEMA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB [2 C.F.R Part 200](#). If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subrecipient has not expended the amount of federal funds that would require a compliance audit. The subrecipient agrees to accept these requirements.
4. **Non- Supplanting Agreement:** The subrecipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
5. **Reporting Requirements:** The subrecipient agrees to submit timely, complete, and accurate reports to the appropriate AEMA Section and maintain appropriate backup documentation to support the reports.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this subgrant must be approved, in writing, by AEMA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for consultants/contractors who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

8. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R Part 200, as applicable, i.e. copies of invoices, receipts, or checks.
9. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. **However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service.**
10. **Term of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than 45 calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities that will strengthen emergency management programs and capabilities within the county. These funds will be utilized to provide support for essential expenses including salaries, benefits, equipment, supplies, maintenance of facilities, and other necessary costs of the local emergency management agency. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Payments will be adjusted to correct previous overpayments and disallowances or underpayments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of subrecipient s must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) the accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipient s must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipient s should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subrecipient. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.
 - b. Use and Disposition: Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AEMA immediately.
15. **Performance:** This grant may be terminated or fund payments discontinued by AEMA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AEMA. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from AEMA, the subrecipient shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse AEMA for payments made.
16. **Deobligation of Grant Funds:** All expenditures of grant funds must be completed and the grant closed out within forty-five (45) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AEMA.
17. **Americans with Disabilities Act of 1990 (ADA):** The subrecipient must comply with all the requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subrecipient s, contractors, subcontractors, assignees or successors.
19. **Utilization of Minority Businesses:** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. **Debarment Certification:** With the signing of the grant application, the subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions" form.
22. **Drug-Free Workplace Certification:** This certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by the state agency subrecipient s that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AEMA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
23. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
24. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AEMA Guidelines or "Special Conditions" placed on the grant award.
25. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed on the grant award by AEMA. Failure to comply could result in a "Stop Payment" being placed on the grant.
- 26 **Suspension or Termination of Funding:** AEMA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriation Act issued thereunder, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this grant.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown.
27. **National Incident Management System (NIMS):** The subrecipient agrees to make good faith efforts to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subrecipient further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
28. **Alabama Mutual Aid System Agreement (AMAS):** The subrecipient agrees to remain a party to the Alabama Mutual Aid System Agreement.

29. **Emergency Operations Plan (EOP):** In accordance with FY 19 Federal Emergency Management Performance Grant Guidance the subrecipient agrees to develop and maintain viable all hazards, all threats Emergency Operations Plans (EOPs) by engaging the whole community in compliance with the Comprehensive Preparedness Guide (CPG) 101 v.2 released November 2010. The subrecipient shall maintain, or revise as necessary, jurisdiction wide all hazard emergency operation plans consistent with CPG 101 v.2 which serves as the foundation for State, local, tribal, and territory emergency planning. Subrecipients must update their EOPs at least once every two years.
30. **Plan Analysis Tool:** In accordance with FY 19 Federal Emergency Management Grant Guidance the subrecipient agrees they will report progress toward aligning their EOP with CPG 101 v.2 by completing the Plan Analysis Tool CPG 101 v.2 available at http://www.fema.gov/pdf/about/divisions/npd/CPG_101_v2_past.pdf. The subrecipient is required to submit a Plan Analysis Tool annually that describes the percentage completion of the CPG 101 v.2 alignment.
31. **Completion of Threat and Hazard Identification and Risk Assessment (THIRA):** In accordance with FY 19 Federal Emergency Management Performance Grant Guidance all subrecipients shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).
32. **Exercise Requirement:** In accordance with FY 19 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall participate in no less than three exercises in a 12-month period. And an After-Action Report/Improvement Plan (AAR/IP) will be submitted to hseep@dhs.gov and uploaded to the Alabama EMA Grant Manager site, www.grants.EMA.Alabama.gov after conduct of said exercise.
33. **Training Requirement:** In accordance with FY 19 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored state, local, tribal, territorial, regional or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at <http://training.fema.gov/empp/>. Previous versions of the IS courses meet the training requirements.
34. **Acknowledgement of Federal Funding from DHS:** All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents, describing projects or programs funded in whole or in part with Federal funds.
35. **State Division Office Support:** All recipients agree that all assets and personnel supported in part or entirely with FY 19 EMPG funding must, where applicable, be readily deployable to support emergency or disaster operations at the seven (7) Alabama Emergency Management Agency, Divisional Operations Centers.



Baldwin County Commission

Agenda Action Form

File #: 19-2199, **Version:** 1

Item #: BK1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

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 \$234.00.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background:

Date: 10/16/2018 - Commission approved to write off \$506.85 of uncollectible residential garbage accounts.

Date: 11/20/2018 - Commission approved to write off \$864.10 of uncollectible residential garbage accounts.

Date: 12/18/2018 - Commission approved to write off \$706.85 of uncollectible residential garbage accounts.

Date: 01/15/2019 - Commission approved to write off \$739.90 of uncollectible residential garbage accounts.

Date: 02/19/2019 - Commission approved to write off \$436.00 of uncollectible residential garbage accounts.

Date: 03/19/2019 - Commission approved to write off \$685.00 of uncollectible residential garbage accounts.

Date: 04/16/2019 - Commission approved to write off \$248.00 of uncollectible residential garbage accounts.

Date: 05/14/2019 - Commission approved to write off \$859.00 of uncollectible residential garbage accounts.

Date: 06/18/2019 - Commission approved to write off \$1,950.70 of uncollectible residential garbage accounts.

Date: 07/23/2019 - Commission approved to write off \$744.00 of uncollectible residential garbage accounts.

Date: 08/20/2019 - Commission approved to write off \$2,315.10 of uncollectible residential garbage accounts.

Date: 09/20/2019 - Commission approved to write off \$605.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: \$234.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Solid Waste Collection Administration and Finance and Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste
Residential Uncollectible Accounts
October 2019

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Odom, Gerald	Summerdale	AL	Deceased - DOD: 06/21/19	\$28.00			
Ramage, Priscilla V.	Milledgeville	GA	Out of State	\$32.00	X		
Williams, Karmelita	Elberta	AL	Unable to Locate	\$174.00	X	X	X
				<u>\$ 234.00</u>			



Baldwin County Commission

Agenda Action Form

File #: 19-2221, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Adria Cian Harrison, Clerk/Treasurer

Submitted by: Makayla Shiver, Jr. Staff Accountant

ITEM TITLE

Resolution #2020-012 - Authorization for Chairman and Clerk/Treasurer to Sign Bank Documents

STAFF RECOMMENDATION

Adopt Resolution #2020-012, authorizing Chairman, Charles Gruber, and Adria Cian Harrison, Clerk/Treasurer, to sign all necessary bank documents such as bank signature cards, bank resolutions, bank night depository agreements, etc. that must be updated.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Various bank documents must be updated with the Chairman's information and the Clerk/Treasurer's information. The above action authorizes the Chairman and Clerk/Treasurer to sign all such documents.

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: Yes

Individual(s) responsible for follow up:

1. Department and Individual responsible for follow up activities on recommendation:
Administration and Finance Department
2. Specific action/actions required as follow up: Administration will get the Chairman to sign Resolution #2020-012 and required bank documents. The Finance Department will get the Chairman to sign bank documents and deliver them to the banks.

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

***RESOLUTION # 2020-012
OF THE
BALDWIN COUNTY COMMISSION***

**A RESOLUTION AUTHORIZING CHAIRMAN, CHARLES F. GRUBER AND
CLERK/TREASURER, ADRIA CIAN HARRISON, TO SIGN ANY REQUIRED BANKING
RESOLUTIONS, SIGNATURE CARDS, OR ANY OTHER FORMS.**

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR MEETING ASSEMBLED, that Charles F. Gruber, Chairman of the Baldwin County Commission, and Clerk/Treasurer, Adria Cian Harrison, are hereby directed and authorized to sign required bank documents.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 15th day of October 2019.

Charles F. Gruber, Chairman
Baldwin County Commission

ATTEST:

Adria Cian Harrison, Clerk/Treasurer
Baldwin County Commission



Baldwin County Commission

Agenda Action Form

File #: 19-2210, **Version:** 1

Item #: BO1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

BRATS Department - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Abolish the full-time BRATS Driver Supervisor position (PID #343) (grade H range: \$29,631.68 - \$48,642.88 annually); and
- 2) Create a part-time BRATS Driver Supervisor position (PID #TBD) grade H (grade H range: \$14.246 - \$23.386 per hour); and
- 3) Approve the employment of Lenzy Williams to fill the part-time BRATS Driver Supervisor position (PID #TBD) grade H-15 (\$20.659 per hour), with said salary due to experience, to be effective no sooner than November 4, 2019; and
- 4) Approve the position description for BRATS Driver Supervisor (part-time); and
- 5) Approve the updated organizational chart for BRATS.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Director of Transportation respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51930.5113

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

N/A

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Driver Supervisor – Part Time

Department: Baldwin Rural Area Transportation System (BRATS)

Job Analysis: October 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Assistant Director of Transportation, Director of Transportation

Subordinate Staff: Bus Drivers, County Courier Drivers

Internal Contacts: Baldwin County Commission, County Administrator, County Administrator, Co-workers

External Contacts: General Public, Business Community

Status: Classified/Non-Exempt (H)

Job Summary

Assist in supervising over 50 drivers regarding their duties of operating their vehicles, carrying out pre-trip inspections, keeping vehicle clean, overseeing proper reporting, and assisting passenger within established guidelines. Handles driver's hiring, termination, orientation and training, performs driver evaluations and route evaluations along with bus reviews, coordinates training programs and follow-up training for employees. Must be on-call at all times for emergencies and be capable of assessing emergency issues. Monitors and manages payroll within the allocated budget. Supervisor must be willing to perform other duties as deemed necessary by management. Assists in office with administrative duties.

Job Domains

A. Essential Functions

1. Maintain control of passengers while they are aboard the vehicle.
2. Secure and tie down wheel chairs properly.
3. Record the time of each pick up and drop off.
4. Record the odometer of each pick up and drop off.
5. Remember addresses and directions.
6. Properly perform pre-trip and post-trip inspections of the vehicle.
7. Report maintenance issues and safety hazards.
8. Maintain cleanliness of vehicle.

9. Maintain fuel level of vehicle.
10. Collect fares of passengers.
11. Maintain accurate paperwork and training documentation.
12. Assist passengers within established guidelines.
13. Provide information to passengers.
14. Speak professional and clearly on radio.
15. Be familiar with current training procedures and safety equipment.
16. Able and willing to receive and maintain PASS certification and additional training.
17. Implement safety and training programs.
18. Able to provide orientation and training procedures for new drivers.
19. Assist in documenting and reviewing accidents and incidents.
20. Perform driver knowledge and performance evaluations.
21. Assist in emergency management as needed.
22. Participate in training activities.
23. Maintain professional drivers by hiring and terminating.
24. Perform Finalization of Employment promptly.
25. Assist in office with scheduling, and dispatching.

Knowledge, Skills and Abilities

1. Skills to communicate effectively and clearly with general public mostly elderly and impaired.
2. Ability to keep detailed records and make accurate reports.
3. Ability to read road signs correctly.
4. Knowledge to understand rules and regulations of defensive driving.
5. Ability to follow routine oral and written instructions.
6. Math skills in order to keep correct figures on fares, adding miles traveled and gallons of gas and oil purchased.
7. Knowledge and understanding of the Alabama State Highway Public Transportation Highway rules and regulations.
8. Ability to deal with general public in a professional, courteous and polite manner.
9. The ability & patience to work with individuals with disabilities.
10. Ability to remember addresses and directions.
11. Ability to convey procedures and instructions to new hires and existing staff.
12. Ability to relate pertinent information and safety hazards to supervisor.
13. Skills to create an environment conducive to learning and instruction.
14. Ability to operate a direct link radio and to communicate effectively and clearly.
15. Ability to work in computer software programs.

Other Characteristics

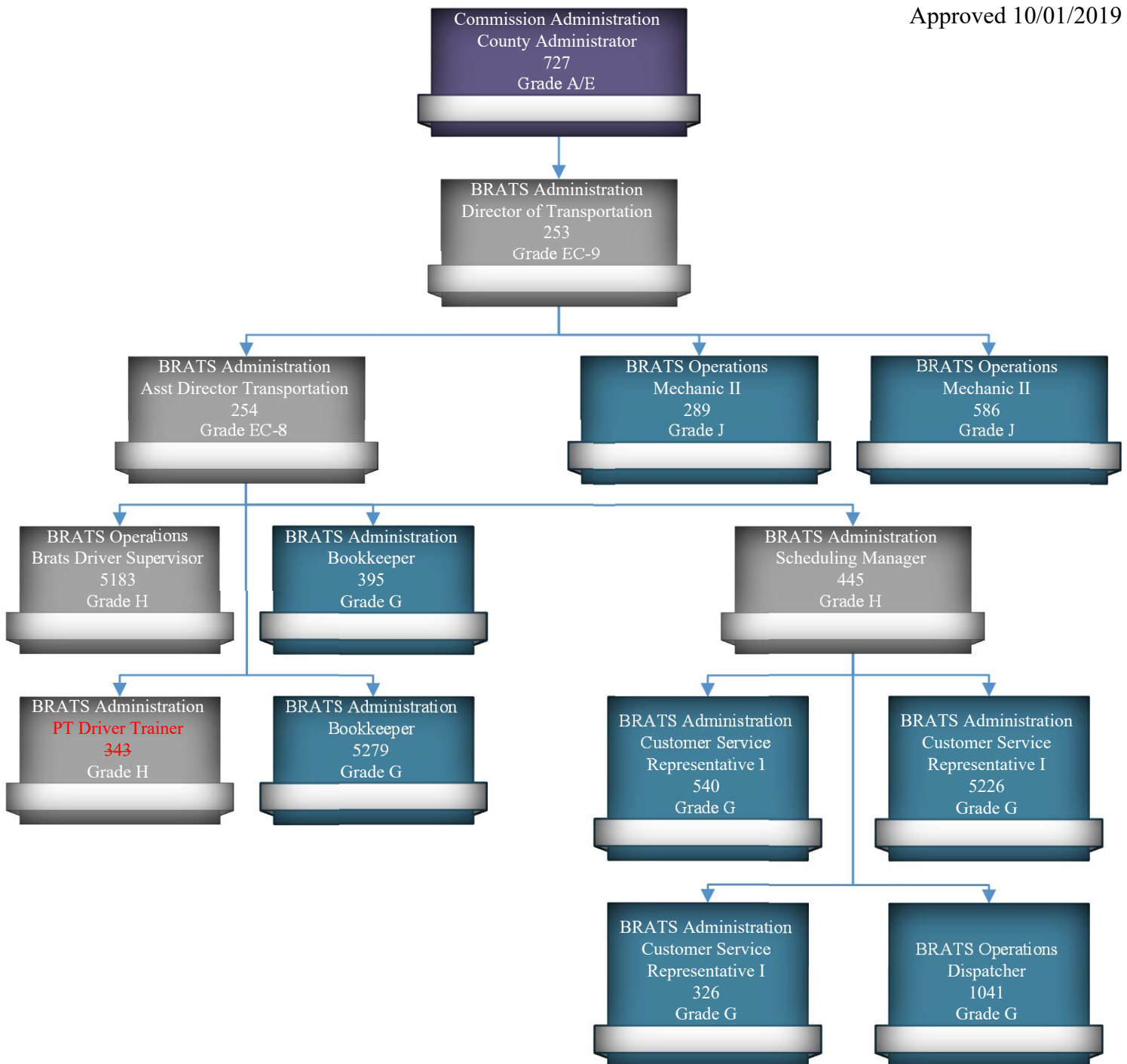
1. Willing and able to be trained to secure a wheel chair down properly.
2. Must be able to travel as deemed necessary.
3. Need to have transportation to work.
4. Willing to work non-standard hours as necessary.

Physical Qualifications

1. Ability to see, read, write, stand, walk, reach, pull, push, bend, turn, climb, escort passengers, observe passengers, lift a minimum of 50 lbs unassisted and secure passengers and mobility devices.
2. Must have 20/40 vision or better with corrected lenses.

Minimum Qualifications

1. Must have a valid Commercial Driver's License with Passenger Endorsement.
2. Minimum of five (5) years experience in the transit industry.
3. Criminal background check authorization required.
4. Pre-employment drug screening, random drug screening and post accident drug and alcohol screenings are required.







Baldwin County Commission

Agenda Action Form

File #: 19-2213, **Version:** 1

Item #: BO2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Administration) - Employment of One (1) Chief Accountant

STAFF RECOMMENDATION

Approve the employment of Malinda White to fill the Chief Accountant position (PID #364) at a salary grade EC-08 (\$60,000.00 annually) to be effective no sooner than October 21, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Chief Accountant position was vacated in October 2019, due to the promotion of the previous employee. The County Engineer respectfully requests that the above applicant is hired into this position.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53100.5113

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

**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 #: 19-2214, **Version:** 1

Item #: BO3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak - Personnel Director

Submitted by: Deidra Hanak - Personnel Director

ITEM TITLE

Highway Department (Parks) - Employment of One (1) Landscape Technician I Position

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Michael Anderson to fill the open Landscape Technician I position (PID #4043) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 2) Approve the employment of Randy Williams to fill the open Landscape Technician I position (PID #5138) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually).

These actions will be effective no sooner than October 21, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Landscape Technician I positions were vacated in August/October 2019, due to the resignation of the previous employees. The County Engineer respectfully requests the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 57200P.5113A

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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 #: 19-2216, **Version:** 1

Item #: BO4

Meeting Type: BCC Regular Meeting
Meeting Date: 10/15/2019
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Silverhill) - Employment of Two (2) Laborer Positions

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Devin Sellers to fill the open Laborer position (PID #5491) at a grade E-EL (\$10.781 per hour / \$22,424.48 annually); and
- 2) Approve the employment of Ian Hantz to fill the open Laborer position (PID #927) at a grade E-EL (\$10.781 per hour / \$22,424.48 annually).

These actions will be effective no sooner than October 21, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: One Laborer position was vacated in July 2019, due to the promotion of the previous employee, and one position was newly created during the Fiscal Year 2019 - 2020 Budget Deliberations. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53112.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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 #: 19-2215, **Version:** 1

Item #: BO5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Revenue Commission (Re-Appraisal) - Approval of Position Description for Assistant Administrator of Re-Appraisal

STAFF RECOMMENDATION

Approve the updated position description for Assistant Administrator of Re-Appraisal.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Revenue Commissioner respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Assistant Administrator of **Re-Appraisal**
(Assistant Chief Appraiser)

Department: Revenue Commission

Job Analysis: January 2011, October 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Administrator of Real Property Appraisal (Chief Appraiser)

Subordinate Staff: All other employees of the Appraisal Department

Internal Contacts: All Members of Revenue Commissioner's Office

External Contacts: Taxpayers, Taxpayer Representatives, Real Estate Agents, Real Estate Appraisers, Title Companies, Attorney's, Other County Departments, Alabama Department of Revenue

Status: Classified/Exempt (EC-9)

Job Summary

Under the administrative direction of the Chief Appraiser, the Assistant Administrator of **Re-Appraisal** (Assistant Chief Appraiser) assists in supervising the work of all Real and **Personal Property** Appraisers, and supporting staff assigned to the Appraisal Department. **The Assistant Administrator of Appraisal (Assistant Chief Appraiser) assists in conducting ratio studies, index studies, land value studies, Business Personal Property appraisals and related reports.** As a salaried-exempt employee, the Assistant Administrator of **Appraisal** (Assistant Chief Appraiser) will be expected to work more than forty (40) hour weeks when deadlines and special projects entail additional hours to complete required work.

Job Domain

A. Office Management

1. Supervises, assigns, and reviews work of Real **and Business Personal Property** Appraisers **and related staff.**
2. Trains appraisers in appropriate practices and procedures.
3. Explains department policies and procedures to new staff members.

4. Assists appraisers and staff with problems in performance of their duties.
5. Ensures office equipment is maintained.
6. Resolves problems with taxpayers as needed.

B. Research and Analysis

1. Conducts ratio and land studies.
2. Submits reports of studies to the Alabama Department of Revenue for approval.
3. Defends appraisals before the Board of Equalization and Courts.
4. Conducts hearing with taxpayers.
5. Conducts review audits, telephone audits, physical inspection audits, detailed on-site audits, and detailed desk audits.
6. Conducts the notice and appeals process.

C. Ad Valorem Tax Appraisal

1. Directs implementation plan requiring all property subject to Ad Valorem taxation to be appraised at its current fair and reasonable market value.
2. Updates appraisals appropriately upon receiving change forms.
3. Transposes a variety of information to ensure completeness and accuracy of records.
4. Computes tax figure changes when an acreage change has occurred.
5. Communicates information to taxpayers and explains ramifications of appraisals.
6. Completes appraisal forms.
7. Types and mails letters concerning appraisals.
8. Enters necessary changes in appraisal books.

D. Miscellaneous

1. Applies current use for acreage appraisals by calculating current use based on land values according to class it may be assigned.
2. Writes current use values on each eligible appraisal and keys them into computer.
3. Completes and/or updates Parcel Error Change forms.
4. Reads deeds and locates parcels on tax map using legal description and various city or county locator township maps.
5. Locates and reads deed indexes, mortgage records, will books, and various recorded materials located in the Probate Office.
6. Prints "error" sheets and corrected appraisal sheets.
7. Files error and corrected appraisal sheets appropriately.
8. Assists public examiners by answering questions and/or furnishing data upon request.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to compile construction costs data, measure buildings, calculate property record cards, calculate land and building areas, market values, assessed values and taxes.

2. Knowledge of current laws, methods, **procedures and practices as outlined in the Alabama Property Appraisal Manuals.**
3. Knowledge of departmental regulations, policies and procedures.
4. Knowledge of various assessment procedures, tax laws, files, forms, and computations.
5. Knowledge of modern office management and supervision.
6. Knowledge of real estate appraisal, personal property appraisal, and ownership mapping.
7. Knowledge of building construction costs.
8. Knowledge of Probate Judge's office concerning deeds, mortgages, and covenants.
9. Skilled in English, math and spelling.
10. Ability to communicate in writing to include proper usage of English, grammar,
11. Punctuation, spelling, **and writing** to prepare letters, memoranda, reports and forms.
12. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys in order to obtain and provide information.
13. Ability to read and comprehend maps, records, deeds, financial reports, and other correspondence.
14. Ability to file documents and records.
15. Ability to establish and maintain effective working relationships with taxpayers and co-workers.
16. Ability to direct the work of subordinate support and appraisal personnel performing a variety of clerical and appraisal functions.
17. Ability to receive and resolve complaints and questions from the public.
18. Ability to operate standard office equipment including calculator, fax machine
19. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.
20. Ability to operate field mapping and appraisal equipment.
21. Ability to operate a motor vehicle.

Other Characteristics

1. **Must be certified as an Alabama Certified Appraiser (Real or Personal Property Track) through the state Property Tax Education and Certification program.** Must be 21 years of age. **The Assistant Administrator of Re-Appraisal** (Assistant Chief Appraiser) will be required to work in office conditions as well as outdoors.

Minimum Qualifications

1. Must possess a high school diploma and recommend at least two years of college level courses in business administration, accounting, taxation, law, property valuation or related fields.
2. Prior appraisal training and experience will be considered in lieu of college education.
3. Five (5) years practical appraisal experience involving extensive commercial, industrial, apartment, farm, residential type properties **or Business Personal Property**, using all recognized approaches to value.
4. Consideration will be given for the successful completion of certain courses offered by IAAO, Appraisal Institute, or other recognized appraisal organizations.
5. Must possess a valid Alabama driver's license.



Baldwin County Commission

Agenda Action Form

File #: 19-2217, **Version:** 1

Item #: BO6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Terri Graham, Development and Environmental Director
Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Solid Waste Department - Employment of One (1) Solid Waste Technician Position

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Calum Shipp to fill the Solid Waste Technician position (PID #724) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) to be effective no sooner than October 21, 2019; and
- 2) Approve the updated position description for Landfill Supervisor.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Solid Waste Technician position was vacated in September 2019, due to the resignation of the previous employee. The Development and Environmental Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 54800.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

N/A

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Landfill Supervisor

Department: Solid Waste

Job Analysis: September 2011, September 2013, October 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Deputy Development & Environmental Director

Subordinate staff: Landfill Equipment Operators, Solid Waste Technicians, Inmate Labor

Internal contacts: Solid Waste Department Staff and Commission Staff

External contacts: ADEM Regulators/Inspectors, Health Dept., Engineers, Private Contractors, General Public

Status: Classified/Exempt (EC-8)

Job Summary

This is a management position with direct responsibilities for environmental management, regulatory enforcement and compliance management. Promotes environmental awareness through education and citizen interaction, as well as, providing technical and managerial guidance to the Baldwin County Commission.

Job Domains

A. Management

1. Supervise the daily work routines of Eastfork Landfill, MacBride Landfill, and Magnolia Landfill.
2. Assist Department Administration with scheduling construction of new disposal units and closure of existing disposal units.
3. Inspect all sites and coordinates with engineers and contractors to ensure that new work complies with Federal, State, and Local regulations, codes and permits.
4. Assist and provide Department Administration and other Division Managers with both technical assistance and direction in all responsible areas.
5. Monitor and maintain constructed wetlands, storm water and aeration ponds, leachate pumping systems, and methane gas recovery and processing systems.
6. Develop and maintain training programs for subordinate staff.

B. Planning and Coordination

1. Review, analyze and suggest improvements to Department Administration related to operational efficiencies.
2. Conduct organizational studies and evaluations to prepare operational and procedure directions.
3. Provides technical assistance and guidance for all areas of environmental management for the citizens of Baldwin County.

C. Miscellaneous

1. Complete training and continuing education as necessary to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
2. Coordinate Subordinate Staff to achieve and maintain Operator Certifications required by Federal, State, and Local regulations.
3. Strive to continually improve the good relations with citizens of Baldwin County.

Knowledge, Skills, and Abilities

1. Skills to direct and supervise subordinates and deal with the public in conflict resolution as necessary.
2. Writing and oratorical skills necessary to make reports to the County Commission, County Administrator and the Public.
3. Knowledge of applicable occupational safety, health, regulatory requirements, codes and permits.
4. Planning and scheduling skills to provide guidance to contractors and other professionals.
5. Ability to conduct meetings over large and small groups.

Other Characteristics

1. Must work non-regular hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.

Minimum Qualifications

1. Bachelor's degree in engineering, environmental science, or a closely related field.
2. Five (5) years of experience in supervision and management of others, including budget responsibilities.
3. Three (3) years of experience in environmental or related field.
4. Valid driver's license

A combination of education and pertinent experience may be considered as a substitute for requirements.

Preferred Qualifications

1. Professional Engineer License (PE)
2. Class "B" or higher commercial driver's license
3. Alabama Landfill Operator's Certification
4. SWANA Manager of Landfill Operations Certification (MOLO)



Baldwin County Commission

Agenda Action Form

File #: 19-1975, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Jeannie M. Peerson, Administrative Support Specialist III

ITEM TITLE

Proclamation - Dysautonomia Awareness Month - October 2019

STAFF RECOMMENDATION

Adopt a Proclamation which sets aside the month of October, 2019 as Dysautonomia Awareness Month in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff received correspondence from Ms. Brandy Robertson, dated September 4, 2019, requesting the Commission proclaim the month of October, 2019 as Dysautonomia Awareness Month in Baldwin County, Alabama.

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
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING THE MONTH OF OCTOBER 2019, AS "DYSAUTONOMIA AWARENESS MONTH" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, dysautonomia is a group of medical conditions that result in a malfunction of the autonomic nervous system, which is responsible for “automatic” bodily functions such as respiration, heart rate, blood pressure, digestion and temperature control; and

WHEREAS, some forms of dysautonomia are considered rare diseases, such as Multiple System Atrophy and Pure Autonomic Failure, while other forms of dysautonomia are common, impacting millions of people in the United States and around the world, such as Diabetic Autonomic Neuropathy, Neurocardiogenic Syncope and Postural Orthostatic Tachycardia Syndrome; and

WHEREAS, dysautonomia impacts people of any age, gender, race or background, including many individuals living in Baldwin County; and

WHEREAS, some forms of dysautonomia can cause severe disability which can result in social isolation, stress on the families of those impacted, and financial hardship; and

WHEREAS, some forms of dysautonomia can result in death, causing tremendous pain and suffering for those impacted and their loved ones; and

WHEREAS, increased awareness about dysautonomia will help patients get diagnosed and treated earlier, save lives, and foster support for individuals and families coping with dysautonomia; and

WHEREAS, Dysautonomia International, a 501(c)(3) non-profit organization that advocates on behalf of patients living with dysautonomia, encourages communities to celebrate Dysautonomia Awareness Month each October around the world; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside October 2019, as "Dysautonomia Awareness Month" in Baldwin County, Alabama, to raise awareness, and in recognition of the contributions of the professional medical community, patients and family members who are working to educate the citizens of Baldwin County about dysautonomia.

*IN WITNESS WHEREOF, we have hereunto
set our hands and caused the Seal of the County
of Baldwin to be affixed at the County Seat in
Bay Minette, Alabama, on this the 15th day of
October, 2019.*

Commissioner Charles F. Gruber, Chairman

ATTEST:

Wayne Dyess, County Administrator

Jeannie M. Peerson

From: Brandy Robertson <brandy.robertson@edtinc.net>
Sent: Wednesday, September 04, 2019 11:07 AM
To: Jeannie M. Peerson
Subject: <EXTERNAL> Proclamation for Dysautonomia
Attachments: Proclamation 2019.docx

Good Morning Ms. Peerson,

I am a local volunteer for Dysautonomia International, a 501(c)(3) non-profit that is dedicated to improving the lives of over 70 million people worldwide living with dysautonomia through research, education, advocacy and awareness.

I am seeking your assistance in raising awareness about this important public health matter. October is “Dysautonomia Awareness Month” around the world. We're asking the **Baldwin County** Commission to help us raise awareness by issuing a Proclamation declaring October to be Dysautonomia Awareness Month in **Baldwin County**.

Dysautonomia (pronounced “dis – oughta – know’ – me – uh”) is an umbrella term used to describe several different neurological conditions caused by a malfunction of the autonomic nervous system. The autonomic nervous system controls all of the involuntary bodily functions that we normally take for granted – regulation of our blood pressure, heart rate, respiratory rate, digestion, kidney function, temperature control, pupil constriction and dilation, etc. When the autonomic nerves are damaged, it can cause very serious problems in one or more of these systems. You can learn more at www.DysautonomiaInternational.org.

Raising awareness about dysautonomia will help patients get diagnosed in a more timely manner, as many dysautonomia patients suffer undiagnosed or misdiagnosed for many years due to a lack of awareness about dysautonomia. With your help, we can change that in **Baldwin County**!

Please let me know if your office is able to help us raise awareness about dysautonomia by issuing the attached proclamation declaring October to be Dysautonomia Awareness Month in **Baldwin County**. If possible, we would like to do a brief proclamation ceremony with you at **the Baldwin County Commission meeting** on October 15th, so that we can take photos and obtain some press coverage about the proclamation after it’s issued.

If there is any other information you need, or if you have any questions, please feel free to contact me. Thank you for considering this request.

Respectfully,

Brandy Robertson

Brandy Robertson

Senior Transportation Designer

Engineering Design Technologies, Inc.

9786-B Timber Circle

Spanish Fort, AL 36527

Office: 251.415.4637 | Fax: 251.415.4634

Cell: 251.604.9628

brandy.robertson@edtinc.net



Baldwin County Commission

Agenda Action Form

File #: 19-2239, **Version:** 1

Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Resolution #2020-009 Commending Ms. Peggy Vanover Barnes for Years of Distinguished Public Service at the Cindy Haber Center, Inc.

STAFF RECOMMENDATION

Adopt Resolution #2020-009 commending Peggy Vanover Barnes upon the occasion of her completion of nearly 20 years of service to the Cindy Haber Center, Inc. (formerly the MR/DD Board, Inc.) as a Member and President of the Board of Directors and her years of distinguished public service.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff received an email from the Cindy Haber Center, Inc. Board of Directors on September 13, 2019, requesting that the Commission recognize Ms. Peggy Vanover Barnes upon her retirement and for her distinguished public service on the Cindy Haber Board, Inc.

Ms. Barnes and members of the Cindy Haber Center, Inc. will be in attendance at the October 15, 2019, regular meeting to accept the resolution.

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
BALDWIN COUNTY, ALABAMA

RESOLUTION

COMMENDING MS. PEGGY VANOVER BARNES FOR NEARLY 20 YEARS OF SERVICE TO THE CINDY HABER CENTER, INC. (FORMERLY THE MR/DD BOARD, INC.) AS A MEMBER AND PRESIDENT OF THE BOARD OF DIRECTORS AND HER YEARS OF DISTINGUISHED PUBLIC SERVICE.

WHEREAS, the Cindy Haber Center, Inc. (formerly known as the MR/DD Board, Inc.) is a public corporation providing critical services to individuals with intellectual disabilities in Baldwin, Clarke, Washington and Mobile Counties; and

WHEREAS, Ms. Peggy Vanover Barnes has been a volunteer member of the Cindy Haber Center, Inc. Board of Directors for over 20 years, and has served as the president of the Board of Directors for over 18 years; and

WHEREAS, under the direction of Ms. Vanover Barnes the Cindy Haber Center, Inc. expanded its service area from just Baldwin and Clarke Counties when she first came to the board to now include both Washington County (2011) and Mobile County (2018); and

WHEREAS, again under her direction, the Cindy Haber Center, Inc. planned and built its new headquarters building in Robertsedale, Alabama in 2017, so as to better serve its constituents; and

WHEREAS, the leadership and expertise of Ms. Vanover Barnes have contributed in no small manner to securing the strong financial position of the Cindy Haber Center, Inc. which in turn helps to ensure continuity in providing services to some of the neediest in our community; and

WHEREAS, Ms. Vanover Barnes recently stepped down from the Board of Directors of the Cindy Haber Center, Inc. after this long, faithful, and fruitful service; and

WHEREAS, Ms. Vanover Barnes is a life-long resident of Baldwin County, a graduate of Robertsedale High School, a long-time member of the Robertsedale Rotary Club and in all ways dedicated to the betterment of life in Baldwin County, Alabama; and

WHEREAS, the service and leadership of Ms. Vanover Barnes to the Cindy Haber Center, Inc. is characteristic of the service and leadership she has shown to the people of Baldwin County throughout her career both in the private sector where she operated the highly successful financial services firm of Vanover Boehm, Inc. and in a more public setting as a member and now chairman of Baldwin County EMC; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission commends and congratulates Ms. Peggy Vanover Barnes on her service to and achievements for the Cindy Haber Center, Inc. and Baldwin County, Alabama; and

BE IT FURTHER RESOLVED, that a copy of this resolution, recorded in the official minutes of this honorable county governing body and embodied as *Resolution #2020-009 of the Baldwin County Commission*, be conveyed to Ms. Vanover Barnes in sincere praise and as a small token of appreciation on behalf of all the citizens of Baldwin County, Alabama.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 15th day of October, 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

Anu Gary

From: William E. Scully <wescully@gmail.com>
Sent: Friday, September 13, 2019 2:59 PM
To: Anu Gary
Cc: Dawn Roley Lindsey; Clara Myers
Subject: <EXTERNAL> County Commission Commendation for Peggy Vanover Barnes
Attachments: Peggy Vanover Barnes Draft Resolution for Baldwin Commission.docx; Board Resolution re Peggy.pdf

Ms. Gary:

I am a member of the Board of Directors for the Cindy Haber Center, Inc. Our long-time board president, Peggy Vanover Barnes recently decided to retire from service on our board. The Board of Directors recently voted to request that the Baldwin County Commission recognize Peggy's contributions to the Cindy Haber Center and to the community. To this end, I have attached a draft of a proposed resolution for the County Commission. I tried to follow the format that I saw on several examples. Also, I have attached a copy of the resolution of our Board of Directors urging the Commission to commend Peggy for her service.

Please let me know if you have any questions, or if there is anything else that you would need. I have provided a courtesy copy of this email to Dawn Lindsey, the new Executive Director of the Cindy Haber Center, and to Clara Myers, the current president of our Board of Directors.

Thank you for your assistance.

Bill Scully

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE CINDY HABER CENTER, INC.**

The regular meeting of the Board of Directors of The Cindy Haber Center, Inc. (hereinafter referred to as the "Board"), was held on the 12 day of September, 2019, a quorum of the board being present.

The meeting was called to order by the President.


The President brought to the attention of the Board the following matter: a proposal to recommend to the County Commission of Baldwin County that the County Commission pass a resolution commending Ms. Peggy Vanover Barnes for her long service to this Board of Directors. After discussion by the Board, upon motion duly made and seconded, and unanimously carried by the directors then voting, the Board adopted the following resolution:

RESOLVED, that the Board of Directors of the Cindy Haber Center, Inc. recommend that the County Commission of Baldwin County pass recognize and commend Ms. Peggy Vanover Barnes for her long and faithful service to this Board of Directors in words and figures approximate to the proposed commendation appended to this resolution:

There being no further business to come before the meeting, upon motion duly made and seconded, and unanimously carried, it was adjourned.


EILEEN MUELLER, Secretary

APPROVED:


CLARA MYERS, President



Baldwin County Commission

Agenda Action Form

File #: 19-2198, **Version:** 1

Item #: CA3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Barbara Pate, Executive Assistant

ITEM TITLE

Proclamation - Chamber of Commerce Week in Baldwin County - October 14-18, 2019

STAFF RECOMMENDATION

Adopt a Proclamation which proclaims October 14-19, 2019, as Chamber of Commerce Week in Baldwin County.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Ms. Ashley Jones Davis, Executive Director of The North Baldwin Chamber of Commerce and North Baldwin Chamber Foundation, has requested that the Commission proclaim October 14-18, 2019, Chamber of Commerce Week in Baldwin County. All five Chamber Presidents in Baldwin County will be in attendance representing their respective areas:

Ashley Jones Davis, North Baldwin Chamber

Gail Quezada, Central Baldwin Chamber

Donna Watts, South Baldwin Chamber

Casey Gay Williams, Eastern Shore Chamber

Greg Alexander, Coastal Alabama Business Chamber

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
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING OCTOBER 14-18, 2019, AS CHAMBER OF COMMERCE WEEK IN BALDWIN COUNTY, ALABAMA.

WHEREAS, local business is integral to the growth and longevity of Baldwin County; and

WHEREAS, the strength of local business is dependent on the support of the community; and

WHEREAS, the North, Central, South, Eastern Shore and Coastal Alabama Business Chambers work with the businesses, merchants, and industry to advance the civic, economic, industrial, professional and cultural life of Baldwin County; and

WHEREAS, chambers of commerce have contributed to the civic and economic life of Baldwin County for more than 75 years; and

WHEREAS, the chambers of commerce and its members provide citizens with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make Baldwin County a better place to live; and

WHEREAS, the chambers of commerce encourage the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in Baldwin County; and

WHEREAS, the chambers of commerce are partners with both the community and local businesses of Baldwin County; and

WHEREAS, the Baldwin County Chambers of Commerce tirelessly promote and support Baldwin County; and

WHEREAS, Baldwin County Chambers of Commerce are professional membership organizations that promote and protect the interest of our local business community; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the week of October 14-18, 2019, is hereby designated as Chamber of Commerce Week in Baldwin County and we encourage all residents to visit their local Chamber of Commerce this week to take advantage of the wonderful resources available.

*IN WITNESS WHEREOF, we have hereunto
set our hands and caused the Seal of the County of
Baldwin to be affixed at the County Seat in Bay Minette,
Alabama, on this the 21st day of May 2019.*

Commissioner Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

From: [Anu Gary](#)
To: [Ashley Jones Davis](#); [Charles F. Gruber](#); [Billie Jo Underwood](#); [Joe Davis](#); [Jeb Ball](#)
Cc: [Wayne Dyess](#); [Gail Quezada](#); [Watts, Donna](#); [Casey Gay Williams](#); [Greg Alexander](#); [Barbara Pate](#); [Anu Gary](#); [Miranda N. McKinnon](#); [Tawanda Gulley](#); [Monica Taylor](#); [Victoria Key](#)
Subject: RE: <EXTERNAL> Proclamation Request // Chamber of Commerce Week October 14th thru October 18th
Date: Thursday, October 3, 2019 12:09:13 PM
Attachments: [2019BaldwinCountyCommission Sample.doc](#)

Thank you Ashley. Chairman Gruber has approved this for the October 15th County Commission regular meeting as a presentation.

Barbara Pate at the Bay Minette Commission Office will be your contact person for this agenda item. She is included in this email.

Thank you,

Anu

Anu Gary
Baldwin County Commission
Administrative Services Manager
312 Courthouse Square, Ste. 12
Bay Minette, AL 36507
(251) 580-2564 office

From: Ashley Jones Davis <ashley@northbaldwinchamber.com>
Sent: Thursday, October 3, 2019 11:41 AM
To: Charles F. Gruber <CGRUBER@baldwincountyal.gov>; Billie Jo Underwood <BUnderwood@baldwincountyal.gov>; Joe Davis <Joe.Davis@baldwincountyal.gov>; Jeb Ball <Jeb.Ball@baldwincountyal.gov>
Cc: Anu Gary <AGary@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>; Ashley Jones <ashley@northbaldwinchamber.com>; Gail Quezada <gquezada@centralbaldwin.com>; Watts, Donna <donna@mylocalchamber.net>; Casey Gay Williams <cgwilliams@eschamber.com>; Greg Alexander <greg@mygulfoastchamber.com>
Subject: <EXTERNAL> Proclamation Request // Chamber of Commerce Week October 14th thru October 18th

Mr. Chairman and County Commissioners,

The Baldwin County Chambers of Commerce are excited to announce that for the first time in Alabama that October 14th thru October 18th is being declared Chamber of Commerce Week state wide. Proclamations are being issued by the State House, State Senate and Governor's Office.

We would like to respectfully request that the Baldwin County Commission also consider issuing a proclamation in celebration of Chamber of Commerce week during

it's regular commission meeting on Tuesday, October 15th.

I have attached a sample proclamation for reference and consideration.

Please let me know if you have any questions.

We appreciate your time and consideration.

Sincerely,

Ashley Jones Davis

Executive Director

North Baldwin Chamber of Commerce

North Baldwin Chamber Foundation

301 McMeans Ave / PO Box 310

Bay Minette, AL 36507

Phone 251.937.5665 ext 2

Cell 251.752.7933

Fax 251.937.5670

ashley@northbaldwinchamber.com

www.northbaldwinchamber.com

www.facebook.com/northbaldwinchamberofcommerce





Baldwin County Commission

Agenda Action Form

File #: 19-1992, **Version:** 1

Item #: CA4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Administrative Support Specialist IV

ITEM TITLE

Proclamation - Domestic Violence Awareness Month - October 2019

STAFF RECOMMENDATION

Adopt a Proclamation which proclaims October 2019, as Domestic Violence Awareness Month in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Ms. Rhyon Ervin, Executive Director of The Lighthouse, has requested that the Commission proclaim the month of October, 2019, as Domestic Violence Awareness Month in Baldwin County.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

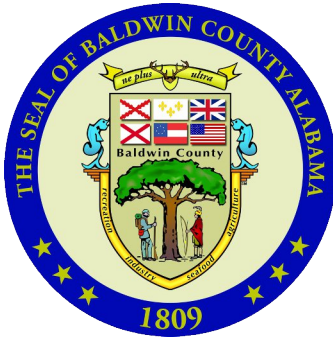
FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 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
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

**A PROCLAMATION DECLARING OCTOBER 2019, AS DOMESTIC VIOLENCE
AWARENESS MONTH IN BALDWIN COUNTY, ALABAMA.**

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, genders and income levels; and

WHEREAS, domestic violence is widespread and affects more than four million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims; now therefore

BE IT PROCLAIMED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside October 2019, as Domestic Violence Awareness Month and urge the citizens of Baldwin County, Alabama, to work together to eliminate domestic violence from our community.

*IN WITNESS WHEREOF, we have hereunto
set our hands and caused the Seal of the County
of Baldwin to be affixed at the County Seat in
Bay Minette, Alabama, on this the 15th day of
October, 2019.*

Commissioner Charles F. Gruber
Chairman

Commissioner Billie Jo Underwood
Vice Chairman

Commissioner Joe Davis, III

Commissioner James E. Ball



Baldwin County Commission

Agenda Action Form

File #: 19-2231, **Version:** 1

Item #: DP1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case TA-19001 - Amendments to the Baldwin County Zoning Ordinance, Article 2, Section 2.3.25.3, Local Provisions for Planning District 25

STAFF RECOMMENDATION

Adopt Resolution #2020-001, which APPROVES amendments to the text of Amendments to Article 2 of the Baldwin County Zoning Ordinance, Local Provisions for Planning District 25, pertaining to the removal of HDR, High Density Residential District, establishment of a two (2) habitable story maximum height for single family and two family dwellings, establishment of dune walkover requirements and standards, and establishment of Planning and Zoning considerations for Coastal High Hazard Areas and Flood Hazard Areas (Section 2.3.25.3).

BACKGROUND INFORMATION

Previous Commission action/date: August 15, 2017

Background: Planning District 25 (Fort Morgan) is one of the most unique and environmentally sensitive areas in Baldwin County. Recently, the Planning staff has become aware of numerous concerns and issues facing the planning district. Through discussions with and input from the Fort Morgan Planning and Zoning Advisory Committee, the Fort Morgan Civic Association, the Fort Morgan Volunteer Fire Department and various citizens, staff has developed a series of amendments to the Planning District 25 Local Provisions. The amendments include the following:

- Removal of HDR, High Density Residential District, as an available zoning designation in Planning District 25. This will also include a statement under Section 4.10. (See staff report for Case TA-19002 and Case TA-19003).
- Establishment of a maximum building height limit of two (2) habitable stories for single family and two family dwellings.
- Establishment of requirements and standards for dune walkovers.
- Establishment of Planning and Zoning considerations for the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA). The section provides definitions and objectives as well as standards for future rezoning requests. A map indicating the Coastal High Hazard Area and Flood Hazard Area is included.

The Planning Commission considered the amendments on September 5, 2019, and voted to recommend APPROVAL to the County Commission.

The proposed amendments are included with the staff report and resolution which are attached to this agenda item. Additions highlighted in red and underlined.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers. See Attached.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Update text and publish amended versions of the *Baldwin County Zoning Ordinance*.

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. TA-19001

Amendments to the *Baldwin County Zoning Ordinance*, Article 2
Local Provisions for Planning District 25 (Section 2.3.25.3)
October 15, 2019

Proposed Amendment Information

General Information: Amendments to Article 2 of the Baldwin County Zoning Ordinance, Local Provisions for Planning District 25, pertaining to the removal of HDR, High Density Residential District, establishment of a two (2) habitable story maximum height for single family and two family dwellings, establishment of dune walkover requirements and standards, and establishment of Planning and Zoning considerations for Coastal High Hazard Areas and Flood Hazard Areas (Section 2.3.25.3)

Lead Staff: Vince Jackson, Planning Director

Attachments: Text of Proposed Amendments

Summary and Recommendation

I. DISCUSSION:

Planning District 25 (Fort Morgan) is one of the most unique and environmentally sensitive areas in Baldwin County. Recently, the Planning staff has become aware of numerous concerns and issues facing the planning district. Through discussions with and input from the Fort Morgan Planning and Zoning Advisory Committee, the Fort Morgan Civic Association, the Fort Morgan Volunteer Fire Department and various citizens, staff has developed a series of amendments to the Planning District 25 Local Provisions. The amendments include the following:

- Removal of HDR, High Density Residential District, as an available zoning designation in Planning District 25. This will also include a statement under Section 4.10. (See staff report for Case TA-19002 and Case TA-19003).
- Establishment of a maximum building height limit of two (2) habitable stories for single family and two family dwellings.
- Establishment of requirements and standards for dune walkovers.
- Establishment of Planning and Zoning considerations for the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA). The section provides definitions and objectives as well as standards for future rezoning requests. A map indicating the Coastal High Hazard Area and Flood Hazard Area is included.

A copy of Section 2.3.25 with the proposed new language underlined and highlighted in red is listed below.

II. RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed amendments to the *Baldwin County Zoning Ordinance*, Article 2, Local Provisions for Planning District 25 (Section 2.3.25.3). *

**On amendments to the zoning ordinance, the County Commission will make the final decision.*

2.3.25 **Planning District 25. (DRAFT)**

2.3.25.1 Effective Date

On June 19, 1992, a majority of qualified electors in Planning District 25 voted to institute County Zoning. On November 16, 1993, the County Commission adopted the Planning District 25 Zoning Map and Ordinances.

2.3.25.2 District Boundaries

A legal description of the boundaries for Planning District 25 may be found under Appendix A.

2.3.25.3 Local Provisions for Planning District 25

- (a) Multiple family buildings in the “RMF-6, Multiple Family” district may be erected to a maximum height or seven (7) habitable stories. The required side yards shall be increased by 4-feet for each additional

story over two (2) habitable stories. The maximum impervious surface ratio shall not exceed .50.

(b) No PRD development is allowed to exceed maximum height requirements by more than 10-feet or 1 story.

(c) Off-street Parking.

As a supplement to Section 15.2, Parking Schedule, the following off-street parking requirements shall be applicable to single family dwellings and two-family dwellings:

1. Up to Four (4) Bedrooms: Two (2) spaces per dwelling unit.
2. Up to Six (6) Bedrooms: Three (3) spaces per dwelling unit.
3. Seven (7) Bedrooms and more: Four (4) spaces per dwelling unit, plus one (1) additional space per dwelling unit for every bedroom over eight (8).

(d) HDR, High Density Residential District, shall not be available in Planning District 25.

(e) The maximum height of single family and two family structures shall be limited to two (2) habitable stories.

(f) Dune Walkovers.

1. As used in this section, the following definition shall apply:

Dune walkover. A raised walkway constructed for the purpose of protecting the beach and dune system between mean high tide and the construction control (CCL) line from damage that may result from anticipated pedestrian traffic to the beach, and which is no more than six (6) feet in width for multiple family/commercial/public structures, no more than four (4) feet in width for single family/two family structures, constructed without roof or walls, elevated at least one (1) foot above the dune, and extends seaward of the seaward vegetation line.

2. Land Use Certificate.

A. A land use certificate which meets the requirements of Section 18.2, as well as the standards found herein, shall be submitted to and approved by the Zoning Administrator, or his/her designee, prior to the issuance of a building permit.

- B. A recent survey showing the location, size and alignment of all proposed structures and the ADEM CCL and property lines shall be submitted along with the required land use certificate application. Said survey shall be prepared and stamped by a Professional Land Surveyor registered in the State of Alabama.
3. A dune walkover shall be constructed to the following standards:
- A. There shall be no more than one (1) dune walkover per parcel.
 - B. Dune walkovers shall begin at the existing ground level elevation of the principal landward structure.
 - C. The maximum width of the dune walkover structure shall be no more than four (4) feet for single family/two family structures and no more than six (6) feet for multiple family/commercial/public structures. Maximum widths shall be applicable to all sections of the dune walkover structure, including but not limited to steps, ramps, landings and decks.
 - D. The minimum elevation from the bottom of floor joists of the dune walkover shall be no less than one (1) foot and no more than three (3) feet above the maximum elevation of the dune system being traversed.
 - E. No vertical or horizontal structures shall be allowed above thirty-eight (38) inches from the walking surface, i.e., roofs, walls, pergolas, etc.
 - F. Handrails, if any, shall be no higher than thirty-six (36) to thirty-eight (38) inches above the walking service for Single and Two Family Dwellings.
 - G. The dune walkover shall terminate ten (10) feet seaward of the vegetative line of the dune.
 - H. The location and length of the dune walkover is to be coordinated through and approved by the delegated authority of the Alabama Department of Environmental Management (ADEM) and the U.S. Fish and Wildlife Service.
 - I. No lighting shall be utilized on a dune walkover.
 - J. No dune walkover construction shall occur during the sea turtle nesting season from May 1 through November 1.

(g) Planning and Zoning Considerations in the Coastal High Hazard Area and Flood Hazard Areas in Planning District 25 (Fort Morgan).

1. Purpose:

- A. Fort Morgan contains areas of significant natural beauty, history and unique wildlife. With such assets comes unique vulnerabilities. These vulnerabilities include, but are not limited to, tropical storm damage, flooding, wetland habitat, protected or endangered species, Native American archeological sites and National Historic Landmarks. Further, Act 2015-411, which amends Act 91-719, requires “In performing its functions related to planning and zoning, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.”
- B. The most imminent threat is to property and lives subject to tropical storm events. The Coastal High Hazard Area (CHHA) is an area particularly vulnerable to the effects of damage from tropical storm events. The CHHA contains the most vulnerable areas of Fort Morgan and thus protection and oversight is needed and justified to protect future populations and property.

2. Objectives of these considerations in the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA) are to:

- A. Limit the amount of infrastructure, both private and public in the Coastal High Hazard Area (CHHA)
- B. Limit the magnitude of public loss and mitigation of private loss and investment
- C. Increase the degree of protection to private property and lives of residents and visitors in storm events
- D. Reduce the risk and exposure of lives and property during storm events

3. Coastal High Hazard Area Defined:

The Coastal High Hazard Area (CHHA) of Baldwin County is: “the area below the elevation of the Category 1 Storm Surge Line as

established by a Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model.” Baldwin County will use the CHHA Map, provided by National Oceanic and Atmospheric Administration (NOAA), as the delineation of the CHHA and will use the most current SLOSH model to maintain the map. Additionally, in the interest of public safety regarding ingress and egress from and through said hazard areas, any “enclaves” which are not located in either the flood zone or Category 1 storm surge areas, but are surrounded by such hazard areas, will be considered as part of the Coastal Hazard Area. The CHHA Map is attached herein as attachment “A”. Because the boundaries of the CHHA are subject to change, site design and building typology in the CHHA will be based on the CHHA line in effect at the time of development. In addition to the CHHA, areas subject to this consideration also are V-Zones¹ and Coastal Barrier Resources System² (CBRS) areas as indicated on the FEMA Flood Maps.

<http://noaa.maps.arcgis.com/apps/MapSeries/index.html?appid=d9ed7904dbec441a9c4dd7b277935fad&entry=1>

<https://alabamaflood.com/map>

4. Rezoning Considerations in the Coastal High Hazard Area of Fort Morgan:

Increases in density and intensity through rezoning or similar land use changes in the Coastal High Hazard Area (CHHA) in Fort Morgan are prohibited.

5. Rezoning Considerations in Flood Hazard Areas of Fort Morgan:

¹ According to FEMA and the National Flood Insurance Program, any building located in an A or V zone is considered to be in a Special Flood Hazard Area, and is lower than the Base Flood Elevation. V zones are the most hazardous of the Special Flood Hazard Areas. V zones generally include the first row of beachfront properties. The hazards in these areas are increased because of wave velocity - hence the V designation. Flood insurance is mandatory in V zone areas.

² The Coastal Barrier Resources Act (CBRA) of 1982 established the John H. Chafee Coastal Barrier Resources System (CBRS), a defined set of coastal barrier units located along the Atlantic, Gulf of Mexico, Great Lakes, Puerto Rico, and U.S. Virgin Island coasts. These areas are delineated on a set of maps that are enacted into law by Congress and maintained by the Department of the Interior through the U.S. Fish and Wildlife Service (Service). Most new Federal expenditures and financial assistance are prohibited within the CBRS. The prohibition that is most significant to homeowners and insurance agents is the denial of Federal flood insurance through the National Flood Insurance Program (NFIP) for new or substantially improved structures within the CBRS. CBRA does not prevent development, and it imposes no restrictions on development conducted with non-Federal funds. Congress enacted CBRA to minimize the loss of human life, wasteful Federal expenditures, and the damage to natural resources associated with coastal barriers.

Increases in density and intensity through rezoning or similar land use changes in the Flood Hazard Areas (FHA) in Fort Morgan should be limited to low density single family uses.

<https://alabamaflood.com/map>

6. Development Exemptions and Clustering

Lots of record, as defined by the Baldwin County Subdivision Regulations, may be developed in accordance with subdivision regulations. When properties contain either CHHA or FHA areas, clustering of development through Planned developments, away from areas of highest hazard exposure is strongly encouraged. Lands outside the clustered development should be set aside through conservation easements or similar methods of preservation.

BALDWIN COUNTY COMMISSION

PLANNING AND ZONING DEPARTMENT

PLANNING DISTRICT 25

FLOOD HAZARD AREA & COASTAL HIGH HAZARD AREA

N

W

E

S

0

0.25

0.5

1

Miles

The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

Legend

Coastal High Hazard Area

Flood_Hazard_Area_in_PD_25

Gulf Beach Overlay District

Planning Districts

Tax Parcel

City Limits

911 STREETS

County Maintained

ASPHALT

GRAVEL/DIRT

Locator Map

Mobile County, Alabama

Baldwin County, Alabama

Mobile Bay

Gulf of Mexico

Mobile Bay

St. Andrews Bay

Gulf of Mexico

Gulf Shores

Streets: UNNAMED, NEPTUNE'S LOG, SOUTH BREAKERS LN, BOYKIN CT, BUCKENHURST DR, BERNARD CT, STATE HWY 160, MUSCOGEE RD, PINEWIND LN, PINEWIND CT, PRIVATEER CT, GULF WIND CT, TRIE TAIL CT, PONCE DE LEON CT, GULF RD, BEACH BLVD, PIZARRO AV, SAWGRASS DR, GULFVIEW DR, LAKE SHORE DR, PALMETTO DR, DRIFTWOOD DR, SEA SHELL DR, GULF WAY DR, OSPREY CIR, KIVA WAY, PLANTATION RD, GULF BEACH LN, BAYVIEW DR, 2ND ST, SHELL BANKS LN, JACKSON, MAGUIE LN, ISOM, COUNCIL LN, NELSON PL, STRONG RD, TOMAHAWK LN, BAY BREEZE PKWY, CALLOHAN LN, CLEVE ROBERSON LN, NEWBERRY RD, LAGOOD DR, MOBILE ST, KELLY LN, MOBILE ST W, CHEWNING LN, VETERANS RD, CANNON BEACH RD, PINE BEACH RD, WEST BEACH BLVD, DOLPHIN DR.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # TA-19001

Text Amendment

Article 2, Section 2.3.25

September 5, 2019

Motion: TO RECOMMEND APPROVAL

Made by: Bonnie Lowry

Motion Seconded by: Daniel Nance

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	X	
Arthur Oken	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	

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

MOTION CARRIED ON A VOTE OF 8-0

1 (No response.)

2 PLANNING AND ZONING COMMISSION CHAIRMAN

3 SAM DAVIS: Passed unanimously.

4 (Applause.)

5 PLANNING AND ZONING COMMISSION CHAIRMAN

6 SAM DAVIS: Let me ask you to keep the noise down
7 so we can go ahead with the meeting.

8

9 9 - TEXT AMENDMENTS

10

11 9A - TA-19001, ARTICLE 2, SECTION 2.3.25 LOCAL

12 PROVISIONS FOR PLANNING DISTRICT 25

13 PLANNING AND ZONING COMMISSION CHAIRMAN

14 SAM DAVIS: Next case is TA-19001. Staff report?

15 Folks, folks, I'll ask again -- If you could
16 clear them on out of here. If you could ask
17 people to go on outside.

18 MR. VINCE JACKSON: Okay. Moving on.

19 Our next items involve some amendments to the
20 text of the zoning ordinance. You actually have
21 three case numbers. The first case number --

22 PLANNING AND ZONING COMMISSION CHAIRMAN

23 SAM DAVIS: DJ, could you ask -- could you help
24 them move on outside to the lobby?

25 MR. VINCE JACKSON: Case TA-19001 would
26 be an amendment to the Article 2, Section 2.3.25.
27 These are the local provisions for Planning
28 District 25. And we have a series of amendments

1 which would apply to -- specifically to this
2 planning district.

3 We have received a number of e-mails in
4 support of these proposed amendments. We have
5 also have begun receiving e-mails that have
6 expressed some opposition or concern.

7 And I want to -- I want to clarify something.
8 One of these items that seems to be biggest
9 concern has to do with the establishment of a
10 maximum height limit in terms of habitable
11 stories. That is part of the amendment -- the
12 proposed amendment -- that we are considering
13 tonight.

14 Some of the letters of opposition are talking
15 about parking provisions. We are not considering
16 any changes related to parking with this
17 amendment.

18 We adopted parking standards for Planning
19 District 25 two years ago. We have an existing
20 provision that applies to the stacked parking
21 issue. But we are not doing anything with this
22 amendment that further addresses parking at this
23 time.

24 We did initially have a statement in here
25 about stacked parking in some of our initial
26 drafts. But because of the existing language, we
27 felt like including that would be redundant.

28 And so I want to be clear that we're not --

1 we're not discussing parking tonight. That is
2 not part of what is been proposed.

3 There are additional issues related to
4 parking that we would like to discuss with some
5 of the residents in the area, but those will need
6 to be handled under a separate amendment at
7 different time.

8 So getting started, as I stated, these would
9 be amendments to the local provisions for
10 Planning District 25. This is Article 2, Section
11 2.3.25.3.

12 As you look at the draft of the text, the
13 proposed additions to the text would be
14 highlighted in red.

15 The first amendment that we're proposing --
16 And this was actually touched on already -- would
17 be removal of the HDR, High Density Residential
18 District, as an available zoning designation in
19 Planning District 25. That, if approved, would
20 be listed as Paren D.

21 And this is something that we heard from some
22 of the residents early on when we first adopted
23 HDR, that the Planning District 25 essentially
24 can't support that kind of density, given the
25 unique environmental and coastal characteristics
26 of the area.

27 We didn't want to, right out of the gate,
28 with a new amendment, immediately exclude one

1 planning district. So we felt like it was a good
2 idea to wait a while.

3 But we are bringing that forward now. And
4 that's simple enough. We would just state that
5 HDR is not available in Planning District 25.

6 Next, under E, the maximum height of
7 single-family and two-family structures shall be
8 limited to two (2) habitable stories.

9 Prior to 2009, for single-family and
10 two-family dwellings, we had a height limit of
11 two-and-a-half stories. In 2009, there was an
12 amendment that removed the limit of
13 two-and-a-half but we retained our height -- our
14 maximum height in feet, which is thirty-five (35)
15 feet. And that would not change.

16 In looking back, I think part of the reason
17 that we removed the two-and-a-half story height
18 limit, it had to do the half-story, itself.

19 It -- the definition was somewhat difficult.
20 It was difficult to review. It was difficult to
21 enforce. And I think there was a point where we
22 just thought it would be better if we didn't have
23 it at all.

24 Looking back at that, we're now ten years
25 removed, we think that really wasn't a good idea,
26 that we should have retained that half -- that
27 two-and-a-half story limit.

28 And when we're talking about half-story, what

1 we're talking about is an area under a sloped
2 roof where half of the area would be finished off
3 for habitation.

4 It wouldn't be the whole area. It wouldn't
5 be an area that was equal to the floor below, but
6 it would be a half area. And it would be under a
7 sloped roof.

8 But I want to show some pictures that were
9 provided to us. This is a picture of a duplex
10 structure that was built without a limit in the
11 number of stories.

12 As you see, there are three stories. And
13 the -- the area underneath does not count as a
14 habitable story. This is in a flood zone, so
15 it's required to be elevated. So we don't count
16 that bottom part as a story; it's the three
17 stories above.

18 And you can see what a massive structure that
19 appears to be. It's still thirty-five (35) feet,
20 but you have a difference in the way it looks
21 when it's a full story versus a half-story.

22 Our original idea in bringing back
23 two-and-a-half stories was that that would be
24 what got approved throughout the zoning of the
25 county.

26 But in talking with residents of Fort Morgan
27 and attending some of the meetings of the Zoning
28 Advisory Committee, we heard that there was a

1 concern about a half-story, and that because of
2 safety issues, there was a belief that a limit of
3 two stories would be better.

4 And we actually received a letter from the
5 volunteer fire department. And I believe a copy
6 of that letter was provided to all of you
7 tonight.

8 In that letter, it states their concerns.
9 And it's not a concern with the height in feet.
10 It's a concern of height in stories. And it has
11 to do with the ability to rescue people in the
12 event of fires. But you do have a copy of that
13 letter.

14 We have had concerns expressed about the
15 two-story limit. And I'm sure there are people
16 who are here who would like to speak with you
17 about that tonight.

18 The next item, under F, would be standards
19 for dune walkovers. We -- we provide proposed
20 standards for dune walkovers. We provide a
21 definition and submission requirements.

22 And basically what we're talking about
23 with -- the minimum height would be one (1) foot
24 above the dune. The maximum height would be
25 three (3). And we provide different standards
26 about the width. We also provide some standards
27 about not allowing construction during the sea
28 turtle nesting season.

1 There was a good bit of concern expressed
2 from the residents about dune walkovers. Because
3 there was a dune walkover that actually extended
4 out from the raised deck of a structure.

5 And I believe that dune walkover is about
6 twelve (12) feet high, give or take. And that
7 prevents a visual barrier on the beach.

8 At the time, we were not regulating dune
9 walkovers through zoning. So there was nothing
10 that we could do. And so that's why we were
11 asked to develop some standards.

12 We've probably been working on the dune
13 walkover section for about two years. I think at
14 the time there was someone that approached one of
15 our Commissioners.

16 And so we began a dialog. We began a dialog
17 with some residents. I did some research into
18 the regulations that the City of Orange Beach
19 had, that the City of Gulf Shores has. I've
20 looked at regulations from other states.

21 And so I drafted something that I felt like
22 would fit in well with our ordinance, but that
23 would also address the concerns that had been
24 expressed to us as far as the dune walkovers.

25 The last part of our proposed amendments has
26 to do the planning and zoning considerations for
27 the coastal high hazard areas and the flood
28 hazard areas.

1 And these are areas that are identified on
2 the flood insurance maps. And without reading
3 everything that's in there, coastal high hazard
4 area, in a simplified definition, would be an
5 area that's subject to storm surge.

6 And then the flood hazard area would be the,
7 you know -- the actual flood zones as identified
8 on the flood insurance maps.

9 What we've provided is some definitions and
10 some considerations that we would use for future
11 re-zonings in the coastal high hazard area in
12 Planning District 25 and in the flood hazard
13 areas in Planning District 25.

14 There would also be this accompanying map,
15 which would be adopted as part of this. And we
16 would use this map to identify the locations of
17 the properties in terms of whether or not they
18 are in a flood zone, whether or not it's a flood
19 hazard area, whether or not coastal high hazard
20 area or V Zone.

21 And I think this, going forward, if this is
22 adopted, it will help to give us, the Planning
23 Commission and ultimately the County Commission,
24 some guidance in terms of the appropriate
25 recommendations to make for re-zoning
26 applications in Planning District 25.

27 As we state in the staff report, this is one
28 the most sensitive areas in the county. The area

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 09/05/2019

1 is facing numerous challenges. And we have
2 attempted to draft some regulations that we feel
3 like will help to address those issues and
4 concerns.

5 I know and realize there are a number of
6 people who are here tonight. And so I'm sure
7 some of them would like to address you.

8 So those will be all my comments for now, but
9 I will be glad to answer any questions you may
10 have.

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: Any questions for Vince?

13 (No response.)

14 PLANNING AND ZONING COMMISSION CHAIRMAN

15 SAM DAVIS: Okay. Thank you.

16 We'll open the public hearing at this point.
17 There are multiple people signed up here to speak
18 for this. Who wants to go first?

19 (An audience member indicates.)

20 PLANNING AND ZONING COMMISSION CHAIRMAN

21 SAM DAVIS: Okay. And what I would ask for the
22 rest of the people is to listen closely to what
23 he has to say and limit any comments you have, if
24 you still wish to comment to something he has
25 missed. That way --

26 THE COURT REPORTER: State your name.

27 MR. JOE EMERSON: Joe Emerson.

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: -- we can manage our time for all our
2 sakes.

3 MR. JOE EMERSON: All right. Now, thank
4 you for letting me speak this evening. My name
5 is Joe Emerson. I'm a resident of District 25.

6 I'm not speaking to you tonight as the
7 President of the Civic Association. I'll be
8 speaking to you as a resident.

9 I really want to thank all of the
10 representatives and people from our district for
11 showing up. It's a long drive up here. And
12 thank y'all for hanging.

13 I'd also like to recognize the multiple
14 people from our district and homeowners
15 throughout the area that have written in to you
16 guys, specifically Vince, with e-mails expressing
17 their support for this text amendment.

18 I'm speaking for the text amendments because
19 this is something that the Fort Morgan Planning
20 and Zoning Committee has been working on with the
21 County for multiple years now.

22 These amendments are going to help to resolve
23 some of the serious problems that we have in
24 District 25, if they're properly enforced.

25 These amendments will help to reduce impact
26 to our struggling infrastructure in District 25,
27 but also helping to reduce the constant problem
28 of public access to beaches versus private

1 property rights by significantly reducing future
2 densities.

3 Finally, these amendments will address public
4 safety concerns named by the Fort Morgan Fire and
5 Rescue in the letter drafted to Mr. Dyess on
6 July the 9th, 2019.

7 Before voting on this, I would like the
8 Commission to seriously consider Act 2015-411,
9 which amended that 91-719. I'm sure you guys are
10 familiar with, but I'll read it all the same:

11 *In performing its functions related to*
12 *planning and zoning, the Baldwin County*
13 *Planning and Zoning Commission and the*
14 *County Commission shall specifically*
15 *consider the historic nature of existing*
16 *development within the Fort Morgan*
17 *district, its historical and*
18 *environmental character of the district,*
19 *and the unique needs of the district*
20 *related to hurricane safety and*
21 *infrastructure for potential evacuation.*

22 That's all I have for this evening.

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: All right. Thank you.

25 Anyone else in support that has anything
26 additional to offer?

27 (Two audience members indicating.)

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: Okay. Thank you. Well, I got you
2 next. How about that?

3 MR. GREG STRATEGIER: My name is Greg
4 Strategier. My wife, Jamie, and I live at 3510
5 Ponce de Leon in Fort Morgan.

6 We have been working closely with the Baldwin
7 County Planning and Zoning department, with
8 Vince, the Civic Association, which I'm treasurer
9 of. And we've also been working with the Fort
10 Morgan Planning and Zoning Committee over the
11 past several years working on these ordinances.

12 And I'm here as a resident to tell you that I
13 support them and that we need them in our
14 community.

15 *****

16 ATTACHMENT 2 - HANDOUT PROVIDED BY MR. GREG STRATEGIER

17 *****

18 MR. GREG STRATEGIER: I have three quick
19 points I'm going touch on. I have given y'all
20 some handouts real quick. One I'm not going to
21 spend time on is the letter from our president of
22 our Fort Morgan Volunteer Fire Department, Ernie
23 Church, expressing the safety concerns of any
24 building over two stories. Mainly, we don't have
25 the equipment to reach anybody over two stories.
26 So anything above that is a danger.

27 My second point, and it goes with pictures.
28 I gave you some pictures of the dune walkovers

1 that are currently being built.

2 Vince had talked about they're coming from
3 the upper deck. But it's not just one, it's all
4 the ones that have been built in the last two to
5 three years, so you have got to think all dune
6 walkover that you leave out of your living room
7 onto your back deck and walk down the beach.

8 I don't know everybody else, but my beach
9 stuff is under my house. And I walk from under
10 my house to the beach. And I'm pretty sure you
11 don't walk up to your living room with your
12 fishing tackle to go to the beach.

13 What we see -- we live next to this one in
14 particular -- is just that the visitors come.
15 They walk underneath the dune walkover with their
16 equipment. What that is used for is to take
17 pictures at sunset or to go out at night and look
18 at water.

19 The other thing I want to point out is the
20 structure, how big this thing is. There
21 thirty-six (36) telephone poles on this site.
22 They're thirty-five (35) feet long and weight
23 seven hundred (700) pounds.

24 We all know someday a hurricane is going to
25 claim this. And that's going to be in our Gulf.
26 And that's going to be a hazard to marine life
27 and human life.

28 And if y'all recall -- You may not -- in

1 Tropical Storm Cindy in June '17, a young child
2 was killed on the beach by that very fact. And a
3 big piece of the debris came out in the Gulf and
4 killed him on the beach. That's one of the
5 reasons not to have this.

6 What I have in the second picture -- And,
7 again, it shows you what we hope it looks like as
8 we get these ordinances passed -- something that
9 starts from underneath the house where your
10 equipment is, takes you over the dune structure,
11 drops you off at the beach, protects the beach
12 mouse, does what it supposed to do. Also, when
13 it goes back into the Gulf, not so much debris.

14 My third and final point that I just touched
15 briefly on relates to the two-story limits we're
16 talking about on the structures.

17 I've given you something from Zillow. This
18 is a structure that's near my home. Actually,
19 the picture of it was up there earlier. I just
20 want to point out a few things and make some
21 quick comments.

22 This property is for sale for
23 three-point-five million dollars (\$3,500,000).
24 When it was finished in May of 2017, I did some
25 calculations to try to figure out what they put
26 into the building.

27 As a background, I'm a CPA. I've been a CFO
28 for over twenty (20) years. I have real estate

1 investments. I knew what the lot was. I checked
2 with my insurance broker to see what it cost per
3 square foot to build these kind of properties.

4 It came up to two-point-five million
5 (\$2,500,000). So if this sales price is reached,
6 that's a forty percent (40%) return in less than
7 three years.

8 What drives this price is the number of
9 bedrooms that are in these structures. This
10 particular one has eighteen (18) bedrooms in it.
11 It sleeps forty-four (44) people.

12 And if you look down a little bit lower, it
13 tells you what they made in income on one year's
14 revenue, three hundred forty-five thousand
15 dollars (\$345,000).

16 That's a nice return on your investment.
17 That's why these individuals, developers,
18 builders, they want three stories instead of two.

19 Now, what this number tell us me is that they
20 have about a fifty percent (50%) occupancy. So
21 that means on seventy-five (75) feet of beach
22 there, twenty-two (22) people every night.

23 Average household in the US is
24 two-point-five-three (2.53) people. That's over
25 eight (8) households living on this
26 seventy-five (75) foot of beach.

27 So my last point with this, I just want to
28 make is that we're not trying to stop

1 development. We're trying to make it more
2 reasonable.

3 With a two-story structure, they can still
4 develop property, have twelve (12) bedrooms.
5 It'll still return on investment. It may not be
6 a the forty percent (40%) level, but it's still
7 available for development.

8 I don't have anything else to add. Does
9 anyone have any questions for me?

10 PLANNING AND ZONING COMMISSION CHAIRMAN

11 SAM DAVIS: Any questions for this gentleman?

12 (No response.)

13 PLANNING AND ZONING COMMISSION CHAIRMAN

14 SAM DAVIS: Thank you, sir.

15 Does anyone have anything else to offer
16 that's different?

17 MS. THELMA STRONG: My name is Thelma
18 Strong. I am a long-time resident of Fort
19 Morgan. Thank you for listening to me tonight
20 and allowing me to speak.

21 As a member of the Fort Morgan Planning and
22 Zoning Advisory Committee, I ask that you
23 consider passing these changes in our zoning.

24 The committee worked over three years or
25 about three years on these changes, with the help
26 of Vince, who we couldn't have done it without
27 him -- And we want to thank him for that -- and
28 who was always available for us when we needed

1 him. I also want to thank David and Wayne for
2 their help and their advice.

3 As you know, Fort Morgan is a very unique
4 area. It's different from any other district in
5 Baldwin County. If we don't protect the
6 environmentally fragile area now, we're going to
7 lose it.

8 On behalf of the Fort Morgan Planning and
9 Zoning Advisory Committee and the people of Fort
10 Morgan, I ask you to vote to pass these changes.

11 And, also, if you would, please, recommend
12 them to the County Commission to see that they
13 pass them also. And thank you for your time.

14 PLANNING AND ZONING COMMISSION CHAIRMAN
15 SAM DAVIS: Thank you.

16 (Applause.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN
18 SAM DAVIS: We have three people signed up in
19 opposition.

20 (An audience member indicating.)

21 PLANNING AND ZONING COMMISSION CHAIRMAN
22 SAM DAVIS: Something different?

23 MR. PAUL STANTON: Yes, sir.

24 THE COURT REPORTER: And state your
25 name.

26 MR. PAUL STANTON: I'm Paul Stan, 3487
27 Ponce de Leon Court, where this nightmare is.
28 Just real quick, this is -- this is not a beach

1 house.

2 When you have nine (9) bedrooms per side,
3 eighteen (18) bedrooms, eighteen (18) bathrooms,
4 sleeps forty-four (44) people, seventy-five (75)
5 foot linear -- that's -- it's basically a mini
6 condominium without a parking lot.

7 We have worked tirelessly. Ms. Thelma and
8 Bill and Beck over here, they've been here for
9 thirty-five (35) years, forty (40) years.

10 We've done everything in our power to fight
11 the condo growth. And we've done a fantastic
12 job. But this is -- this is what's proliferated
13 in the way the development community has gotten
14 around that restriction of condominiums. They
15 basically bought -- build mini condominiums.

16 I would just like to urge you to consider
17 this. Again, the Fort Morgan Fire Marshal has
18 basically come out and said he does not have the
19 ability to remove somebody from anything over two
20 feet -- I'm sorry, two stories.

21 And a lot these structures have bunk-beds
22 that were put in after certificate of occupancies
23 in the hallways. A lot of them spiral staircases
24 to go up to two-and-a-half -- to the third level.
25 It's almost impossible to get somebody out of
26 that.

27 The other thing is with two-and-a-half
28 story -- if we were to reduce it to

1 two-and-a-half story, generally, that apex is in
2 the middle of the property. If the fire trucks
3 can't even get to the property, how in the heck
4 are they going get somebody out of a
5 two-and-a-half or three-story property? You
6 can't even get a fire truck near this thing.

7 The other thing is if you tell them they have
8 to move all the cars, this family -- nobody in
9 this family knows who this family is. So you
10 can't tell Aunt Carol to go move her car, because
11 they don't know who the heck Aunt Carol is.

12 The other thing that really needs to be
13 emphasized, and I know it's little bit of a
14 parking thing, but this is a tremendous
15 restriction for people that walk.

16 Cars are constantly getting choked at this
17 point where these things are located at. And
18 this is my driveway right here. As you can see,
19 one of -- one of the owners of this property over
20 here put a NO PARKING sign up, and I can't
21 even --

22 PLANNING AND ZONING COMMISSION CHAIRMAN
23 SAM DAVIS: Let me ask you a question before you
24 get too far away from it and I forget. Are you
25 saying that that picture right there with all
26 those cars, all those people are -- some of those
27 people were strangers to each other?

28 MR. PAUL STANTON: Yeah, absolutely.

1 This could be one family here, and this is a
2 completely different family.

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: So it's like separated, like in
5 halves?

6 MR. PAUL STANTON: Oh, yes, sir. Yes,
7 sir.

8 So this is my driveway right here. And
9 there's many times I can't even get out of my
10 driveway, much less emergency vehicles, garbage
11 trucks, and stuff like that.

12 It is a nightmare down there. The residents
13 of Fort Morgan need some relief as well as people
14 that are renting these properties.

15 It's dangerous. Somebody is going to burn to
16 death in one of the things. And the fire marshal
17 has come out and stated publically in our Fort
18 Morgan newsletter and in through a letter to the
19 County Commission that he cannot get anybody out
20 of a burning building over two stories.

21 Please help us down in Fort Morgan. And I
22 just wanted to thank you guys for everything
23 you're doing to try to help. Thank you.

24 PLANNING AND ZONING COMMISSION CHAIRMAN

25 SAM DAVIS: All right. Thank you.

26 (Applause.)

27 PLANNING AND ZONING COMMISSION CHAIRMAN

28 SAM DAVIS: We've got three people signed up in

1 opposition. Who wants to go first?

2 (No response.)

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Anybody want to go at all?

5 (An audience member indicating.)

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Okay. Come on.

8 THE COURT REPORTER: And state your
9 name, please.

10 MR. TOM MARTIN: My name is Tom Martin.
11 I own a residence down Fort Morgan, and I'm
12 building.

13 I wasn't aware this was going on until about
14 two o'clock this afternoon. And so I wrote
15 Mr. Jackson a letter. Because I kind of -- I
16 just put my words down. So that's what I've got.
17 Just got the letter to look at the County's
18 intention.

19 According to the RBC IRC codes, there is no
20 half-story definition. Orange Beach counts
21 ground level under the first half of a floor as a
22 story with two floors above that require a fire
23 sprinkler system.

24 Gulf Shores does not count raised floors, but
25 it requires a fire sprinkler system if there are
26 three inhabitable floors above. The County has
27 yet to require fire sprinklers in two or three or
28 more floors.

1 Houses with three habitable floors have been
2 built as far as back as 1902, like the picture
3 that y'all have in the hallway.

4 Fish and Wildlife has restricted the
5 footprint, damaging property values. The only
6 way to re-launch them is to go up three habitable
7 floors.

8 If this passes, property values for those who
9 have three floors will go up, but property values
10 will go down.

11 As far as parking, most all jurisdictions
12 allow stacking. But it requires so many cars per
13 bedroom. Again, Fish and Wildlife has been very
14 limited parking without stacking, what cars are
15 stacked, regardless of the size of the house.
16 How will that be monitored and enforced?

17 Three cars on a fifty (50) foot lot is most
18 you can get. Even with seven bedrooms, three on
19 a fifty (50) foot lot is all you can get; for
20 eight bedrooms, three.

21 So changing the zoning, the way it is, you
22 change the status of many homes to nonconforming,
23 which could be devastating to future repairs and
24 value.

25 So by not allowing stacking, whether or not
26 existing structures with stacking are going on,
27 so by changing the zoning, is this a form of
28 taking property rights to have what others have

1 been enjoying for twenty-plus years?

2 Require fire sprinkler system in three
3 stories for sure. That would take care of the
4 fire department problems of saving people.

5 And on that same note, there's been zero
6 deaths in house fires in three stories in Fort
7 Morgan.

8 Leave it the way -- leave the zoning the way
9 it is, or get the Fish and Wildlife to loosen up
10 on restrictions of their four hundred -- four
11 thousand, three hundred fifty-six (4,356) square
12 foot from the edge of pavement of impacted area.

13 With a driveway of one hundred (100) square
14 foot, it's three thousand, four hundred fifty
15 (3,450) square foot of impacted for dwelling,
16 decks, pools, and this parking pass; not much.

17 The right-of-way access on Fort Morgan Road
18 can be as much as one hundred forty (140) feet to
19 the edge of the pavement. And you got to pay two
20 dollars thirty cents (\$2.30) for State Lands --
21 to access it, to Fish and Wildlife.

22 The new flood maps have many homes also now
23 nonconforming. Long-term residences there,
24 they'll find out that if their house is -- I've
25 got one in Gulf Shores that went three foot
26 underwater, and it was above water on the flood
27 map.

28 I have another piece of property that came

1 off the flood map, and now it's an X Zone. A lot
2 of the houses in X zones also are up on stilts.
3 And they consider that not being a story.

4 And Fish and Wildlife has done a good job on
5 requiring dune walks. And I like the dune walks.
6 I think that is a good answer for the houses to
7 make it, to protect the dune so we can protect
8 our properties.

9 To give you an idea about, you know, we
10 talked about stories. And a habitable story is
11 one thing. That says, space, you know, living
12 sleeping, eating, and cooking. Bathrooms and
13 such are not included.

14 The -- the story is a portion of the
15 building, including the upper surface of the
16 floor and the upper floor or roof above it, any
17 story -- finishing -- finished floor surface and
18 grade plane. Grade plane would be the -- if it
19 is more than six feet above your head -- I mean
20 above the dirt or more than twelve feet in any
21 corner, that would be considered a story in a
22 non-flood zone.

23 We don't count the flood zone. So a story --
24 and it even goes on to say that on the height of
25 a story, the vertical distance from the top of
26 two successive tiers or beams or finished floor
27 surface for the topmost story, from the top of
28 the floor finish to the top of the ceiling or

1 where there is not a ceiling, to the top of the
2 roof rafters.

3 So, in other words, the top of the roof
4 rafters is counted as a story. And you can't
5 call it a two-and-a-half story, because that's
6 actually a three-story, according to -- And this
7 IRC -- AIRC, Page 18 and 24.

8 And but I know everybody's got their piece of
9 the pie. And it's nice to have that. But
10 everybody else has a chance to do it, too.

11 So I don't know how you can take away
12 something that's already there and not call it a
13 taking of somebody else that owns raw land next
14 it, the value of their property.

15 PLANNING AND ZONING COMMISSION CHAIRMAN
16 SAM DAVIS: That's an argument for another body
17 besides us.

18 MR. TOM MARTIN: Right.

19 PLANNING AND ZONING COMMISSION CHAIRMAN
20 SAM DAVIS: But I appreciate your comments.

21 MR. TOM MARTIN: I do understand. It's
22 just my opinion.

23 PLANNING AND ZONING COMMISSION CHAIRMAN
24 SAM DAVIS: Thank you.

25 MR. TOM MARTIN: Okay.

26 PLANNING AND ZONING COMMISSION CHAIRMAN
27 SAM DAVIS: Dee Crum or PJ Howard are the only
28 two signed up in opposition. Where are they?

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 09/05/2019

1 MS. DEE CRUM: I am not in opposition.

2 I am for the text amendment.

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Okay. You just signed the wrong
5 form.

6 MS. DEE CRUM: That's right. That's the
7 one she pushed in front of me.

8 PLANNING AND ZONING COMMISSION CHAIRMAN

9 SAM DAVIS: Okay. How about Mr. Howard? Where
10 are you?

11 (Mr. PJ Howard indicating.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Do you have anything to say?

14 MR. PJ HOWARD: Not at this time.

15 PLANNING AND ZONING COMMISSION CHAIRMAN

16 SAM DAVIS: Okay. Thank you.

17 We'll close the public hearing at this point.
18 Staff have anything else?

19 MR. VINCE JACKSON: Just to say that we
20 have spent good bit of time working on this.
21 Some of the -- in receiving e-mails that have
22 expressed concerns, I've seen a number of times
23 where it is suggested about the requirement for
24 sprinklers.

25 However, that's not the zoning. That's not
26 something that we can do to the Zoning Ordinance.
27 That's a Building Code consideration. And the
28 Planning and Zoning has no authority over the

1 Building Code.

2 You know, if people would like to talk to the
3 Building Inspector about that requirement, they
4 can certainly do so. But there is nothing we can
5 do in zoning.

6 We welcome all comments. And this will be a
7 recommendation to the County Commission. So, you
8 know, we will continue to take comments.

9 And it's possible that as we -- as we
10 continue through the process, that there could be
11 some changes or additions to the language, but
12 we're -- we're -- we're satisfied with what we
13 have.

14 We think it addresses the concerns. And
15 we're hopeful that we can get a positive
16 recommendation on this so that we can carry that
17 forward to the County Commission.

18 PLANNING AND ZONING COMMISSION CHAIRMAN
19 SAM DAVIS: Okay. Thank you, Vince.

20 All right. Staff has recommended approval of
21 this to the County Commission for their -- our
22 recommendation that we recommend approval for the
23 County Commission to consider. Is there a motion
24 to do?

25 COMMISSION MEMBER BONNIE LOWRY: So
26 moved, Mr. Chairman.

27 PLANNING AND ZONING COMMISSION CHAIRMAN

28 SAM DAVIS: Okay. There's a motion to recommend

1 approval to the County Commission, is there a
2 second?

3 COMMISSION MEMBER DANIEL NANCE: Second.

4 PLANNING AND ZONING COMMISSION CHAIRMAN
5 SAM DAVIS: There's a second. All in favor, say
6 aye.

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

8 PLANNING AND ZONING COMMISSION CHAIRMAN

9 SAM DAVIS: Any opposed, same sign.

10 (No response.)

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: Unanimous.

13 (Applause.)

14

15 9-B - TA-19002, ARTICLE 4, RESIDENTIAL DISTRICT AS IT
16 PERTAINS TO MAXIMUM HEIGHT AND TA-19003, ARTICLE 22,
17 DEFINITIONS AS IT PERTAINS TO THE DEFINITION OF
18 HALF-STORY

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: Next case is TA-19002 and case
21 TA-19003.

22 MR. VINCE JACKSON: Yes. We have -- we
23 have two separate case numbers that apply to two
24 different sections of the ordinance, but they're
25 related, so we put them under one staff report.

26 This would be an amendment to Article 4 of
27 Baldwin County Zoning Ordinance, Residential
28 Districts, pertaining to the maximum number of

Text Amendments

In Favor

1. Fort Morgan Volunteer Fire Department
2. Carol Kendrick
3. Linda ford
4. Elaine Beacham
5. Judy Newcomb
6. Andy Openshaw
7. Judith Thompson
8. Mike, Linda & Melissa Kehart
9. Craig Harrington
10. John Scruggs
11. Capt. Joe Emerson
12. Paul Stanton
13. Don & Cindy Ward
14. G C Strong III
15. Diedra & Mack Bell
16. Royce Massey
17. Carla Kapeskas
18. Wayne Zeek
19. Laura & Linwood Snell
20. Steve Salter
21. Pat & Ellen Ryan
22. Greg & Jamie Strategier
23. Barbara & Richard Pounds, Jr.
24. Debbie Harbin

Opposed

1. Bill Jones
2. Scott Lewis
3. Trice Huling
4. Leo Hastings
5. Caleb Hastings
6. Robert Isakson
7. Susan W Harrell, Philip Properties, LLC, two letters included
8. Michael Audemar
9. Jeff Valentine, two letters included
10. Fawzy Sedrak
11. Peter Sedrak
12. Daniel Humphries
13. Tom Martin

LETTERS IN FAVOR

Wayne Dyess
County Administrator
Baldwin County Administration Building
County Commission Office
322 Courthouse Square
Bay Minette, Alabama 36507

July 9, 2019

The Ft Morgan Volunteer Fire Department strongly encourages the Planning and Zoning Department to establish in District 25 a 2 story limit on residential construction vice the suggested 2 1/2 story proposal discussed at our recent joint planning and zoning meeting.

Despite the proposed caveat to limit habitability in the additional 1/2 story, our experience is that people who rent out their homes will go to virtually any length to maximize bedroom count and sleeping numbers. We have seen cots on top of cots in hallways, bunk beds in rooms the size of a closet and narrow stairs leading to attics filled with similar bedding. There are homes here where reasonable emergency access to attic areas and third stories is virtually impossible. A spiral staircase to an upstairs area causes unnecessary limitations on emergency responders who are there to potentially save lives.

Standard 2 story construction is more likely to adhere to traditional stairway width - not the more narrow stairways we encounter when third stories are used as sleeping areas, or when attics are used for habitation.

A 2 story limit may not solve all the problems but will at least make firefighting and medical rescues less problematic. We have a ladder capability to second stories but not to greater heights. And parking along narrow roadways limits the ability of first responders to reasonably access homes that need our help. Your stacking initiative will help alleviate some of the parking situations we encounter - we agree that needs to be implemented here in District 25.

Other concerns we have in the fire department:

Is there a fire code review/enforcement as part of the building permit process?

Can a reasonable occupancy limit be established for residential rental properties?

As homeowners maximize habitability there is a coincidental negative influence on infrastructure (from sewer to water to garbage collection) as well as on evacuation during hurricanes. Road congestion becomes nightmarish. Even

Gulf Shores Mayor Craft has stated his concerns about Ft Morgan traffic merging onto highway 59. Nightmares can soon become reality if growth and density are not better controlled. A 2 story limit would help considerably.

Signage is becoming a safety issue. People are putting up signs within the highway centerline right of way and line of sight in areas is severely limited. We know this is a contributing factor to motor vehicle accidents.

Ancillary issues we would like addressed but not necessarily in your purview have to do with driveway construction. Since owners have to abide by US Fish and Wildlife footprint limitations, we notice driveways narrower than many of our fire apparatus' can traverse. As a result, we would have to lay a line from highway 180 all the way up the driveway to fight the fire directly, or lay line to feed hydrant water to a smaller truck with smaller hoses to battle a blaze. Certainly not an ideal scenario.

Evacuation from FHA and CHHA locales is critical during weather events. The additional people (and vehicles) who would be here if a habitable 1/2 story were permitted only exacerbates challenges we are facing to achieve an orderly evacuation.

The bottom line is: a 2 story residential limitation reasonably ameliorates both controlled growth and reduced density.

Ernie Church
President, Board of Directors
Ft Morgan Volunteer Fire Department

D Hart

From: Vince Jackson
Sent: Tuesday, September 3, 2019 11:40 AM
To: D Hart
Subject: FW: <EXTERNAL> Proposed ordinances for Fort Morgan district 25

Not sure if I sent this or not.

-----Original Message-----

From: Carol Kendrick [mailto:cbkendrick@gmail.com]
Sent: Thursday, August 29, 2019 12:42 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: Austin Cook <austinkendrickcook@gmail.com>
Subject: <EXTERNAL> Proposed ordinances for Fort Morgan district 25

Mr. Jackson,

I own property in Fort Morgan and I am very much in favor the proposed ordinances for Fort Morgan. These ordinances will benefit Fort Morgan and help protect our community by limiting new construction to two stories, limit the size of dune walkover's and help keep the population density of Fort Morgan in line with the current zoning map. These proposals will also help protect the habitat for our unique and sensitive wildlife as well as promote public safety in areas that have excess problems for first responders.

Sincerely,

Carol Kendrick

Sent from my iPad

D Hart

From: Vince Jackson
Sent: Tuesday, September 3, 2019 5:19 PM
To: D Hart
Subject: FW: <EXTERNAL> Ft. Morgan

-----Original Message-----

From: lksford@gmail.com [mailto:lksford@gmail.com]
Sent: Thursday, August 29, 2019 7:48 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Ft. Morgan

I am a property owner in Ft. Morgan and am completely in favor of limiting size of construction, population density, and any other ordinances which will protect our sensitive environment and wildlife, and secure the quality of life on this peninsula.

Linda Ford
5889 Pizarro Ave
Ft. Morgan
334-538-5781

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Wednesday, September 4, 2019 11:14 PM
To: D Hart
Subject: Fwd: <EXTERNAL> proposed ordinances for Ft Morgan District 25

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "elaine t. beacham" <beacham.elaine@gmail.com>
Date: 9/4/19 8:41 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> proposed ordinances for Ft Morgan District 25

I wish to add my support for the proposed ordinances for Ft Morgan Elaine T. Beacham

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 10:31 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Fort Morgan Ordinance

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Judy Newcomb <judynewcomb@aol.com>
Date: 9/5/19 10:29 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fort Morgan Ordinance

I wanted to let the planning and zoning commission know that I, a Baldwin County Fort Morgan resident, support the proposed ordinance regarding the restrictions for building in Fort Morgan that is on tonight's agenda. Unfortunately I am unable to attend the meeting.

Judy Newcomb

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 1:44 PM
To: D Hart
Subject: Fwd: <EXTERNAL> District 25 zoning regulations

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Andy Openshaw <waopenshaw@gmail.com>
Date: 9/5/19 1:40 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> District 25 zoning regulations

Mr. Jackson

I was at the last FMCA planning and zoning meeting where the proposed changes for District 25 were presented. I will not be able to attend tonight's meeting in Robertsedale but I would like you to know that my wife and I are in favor of these changes and any other changes or exemptions that would limit the density and unattended growth in the Fort Morgan area.

Thank You

Andy Openshaw
8882 Dolphin Lane
Gulf Shores, AL 36542

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 11:04 AM
To: D Hart
Subject: Fwd: <EXTERNAL> District 25 Ordanance

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Judith Thompson <jthompson2001@yahoo.com>
Date: 9/5/19 10:42 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> District 25 Ordanance

Dear Mr Jackson: I have a home in Ft Morgan, but I
Am not in Ft Morgan at this time! I will not be at the meeting, but I am for the ordnance you are meeting on at this time .
Thanks for looking out for the owners in Ft Morgan.I feel lots of things go on down there with owners like me are in the dark until it
is too late, an example is the garbage issue ! Thank for listening!
Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 7:44 AM
To: D Hart
Subject: Fwd: <EXTERNAL> County Zoning

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Linda Kehart <lkehart@midwest.net>
Date: 9/5/19 7:35 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> County Zoning

M. Jackson: The Kehart family owning property at 562 Our Road wishes to support the zoning changes as suggested for discussion at the zoning committee meeting this evening. Over six years ago we began the search for a home where our chronically ill daughter could find peace in a quiet neighborhood. Within six months of our purchase construction began on a series of houses. Not one holiday or any day of the week is without hammering or tossing of lumber. Our experience has been challenging and certainly curtailed the use of the home. We do not rent. Houses were built on areas where turtle nests had existed. (We have pictures and actually observed with other Our Rd neighbors the hatching of the turtles.) Noise is constant with no building hours, often for 15 hours per day seven days a week. Our Rd is unique in its curvature and length ending at a dune at a dead end. Contractors frequently closed the road for our exit, piled supplies in the street restricting traffic, parked in resident driveways, used water from homes in the area, put their debris in neighbors' garbage cans, let trash blow throughout the area, destroyed a long established sand dune, built nine bedroom homes and secured logging permits for events that at times included over 50 cars for entire weekends. The effects on all of this uncontrolled building was devastating to us. We kindly asked the contractors to consider their activities and, generally, were laughed at or sworn at. Residents were unable to return to their homes with equipment closures. One woman was brought home from the hospital and could not reach the residence. We were aware of the fear of seeking care for our family was always at risk. We were vocal, visiting the Baldwin County offices in Foley, joining the Ft. Morgan Civic Association, and helping with neighborhood cleanups, etc.

The zoning board has the opportunity to maintain Ft. Morgan in the manner that owners originally made purchase and frequently comment on websites the joy of the "peace" of the area. Recently more than 80% of the owners at the time of our purchase have sold and left the area. One owner, in tears, told me she just could not handle the stress of the building, the contractor neglect and the vigilance now required to have a safe and joyful experience.

We cannot express more fully our support for the zoning changes. We are aware that we are just one family with special needs, but we are a caring, giving family who knows the value of a neighborhood that shares our values. Please consider carefully the future you will be building for this unique area.

Thank you.

Mike, Linda and Melissa Kehart
lkehart@midwest.net

217-433-1890
93 Allen Bend Drive
Decatur, Illinois 62521
562 Our Rd
Gulf Shores, Al

D Hart

From: Vince Jackson
Sent: Tuesday, September 3, 2019 5:20 PM
To: D Hart
Subject: FW: <EXTERNAL> Fw: Correction for Proposed Ordinances for Ft Morgan District 25

From: Craig Harrington [mailto:craigharrington@att.net]
Sent: Thursday, August 29, 2019 1:02 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fw: Correction for Proposed Ordinances for Ft Morgan District 25

Hello Vince just wanted you to know that I agree with the proposed Amended Ordinances in District 25 ... as attached hereto.

Craig Harrington
5601 State Hwy 180, Unit 1000, Gulf Shores, AL 36542
e-mail: craigharrington@att.net
phone: (251) 967-1622

----- Forwarded Message -----

From: Fort Morgan <fortmorgancivic@gmail.com>
To: "fortmorgancivic@gmail.com" <fortmorgancivic@gmail.com>
Sent: Thursday, August 29, 2019, 10:03:02 AM CDT
Subject: Correction for Proposed Ordinances for Ft Morgan District 25

Dear Fort Morgan Civic Association Members

I must apologize for a mistake. There was typo in the email (see attached below). **Vince Jackson's CORRECT email address is: vjackson@baldwincountyal.gov**

If you already sent Vince an email, then please resend it to the CORRECT email address.

You are also invited to show your support in-person during the Baldwin County Planning & Zoning Commission meeting next Thursday, September 5, 2019 @ 6pm.

Baldwin County Central Annex Building
22251 Palmer Street
Robertsdale, AL 36567

Sincerely,
Greg Strategier

Dear Fort Morgan Civic Association Members

Over the past years the FMCA, Fort Morgan Planning and Zoning Committee and Baldwin County have been working toward some much needed changes to Baldwin County Zoning Ordinances in order to protect the Fort Morgan

JOHN E. and JOAN G. SCRUGGS

40 Melody Ridge
Covington, GA 30014
Phone: 770-787-1975 Fax: 800-232-5957

August 29, 2019

Via Email: VJACKSON@baldwincountyal.gov

Baldwin County Planning & Zoning
Attn: Vince Jackson, Director

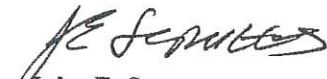
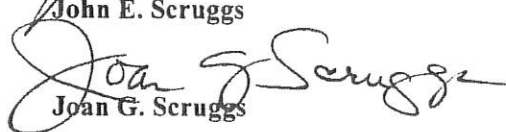
Re: Property owned at 8933 Pompano Way, Ft. Morgan, AL

Dear Mr. Jackson:

This letter is to advise that as property owners in Ft. Morgan, Al., we support the proposed ordinances to Planning District 25 to be presented to the Planning & Zoning Board on September 5, 2019.

Thank you for your consideration of the above.

Sincerely,


John E. Scruggs

Joan G. Scruggs

D Hart

From: Vince Jackson
Sent: Wednesday, August 28, 2019 4:37 PM
To: D Hart
Subject: FW: <EXTERNAL> Ordinance Changes

Support for the proposed PD 25 zoning text amendments.

From: Joseph Emerson [mailto:captjoesells@gmail.com]
Sent: Wednesday, August 28, 2019 1:30 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Ordinance Changes

Vince

Thank you for your hard work on the proposed ordinance changes. Please relay this message to the County Planning and Zoning members.

To the Baldwin County Planning and Zoning Commission

I would like to request your approval of the proposed ordinance changes for Fort Morgan/District 25 coming before the commission for vote. The proposed ordinances will, if properly enforced, help to protect the environmental and historical sensitivity of the Fort Morgan peninsula while also supporting public safety of both residents and visitors alike.

Thank you for your service and dedication to the District 25 community and thank you for your consideration.



Capt Joe Emerson
Exit Realty Gulf Shores
251.550.9021

"Navigating you through the sea of Real Estate"

D Hart

From: Vince Jackson
Sent: Wednesday, August 28, 2019 10:39 PM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Amended Ordinances in District 25

From: Paul Stanton [mailto:paul.stanton@electrolux.com]
Sent: Wednesday, August 28, 2019 6:04 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Amended Ordinances in District 25

Vince
My wife and I own a house at 3487 Ponce De Leon Court (Fort Morgan.)

We have witnessed firsthand what is currently going on in Ft. Morgan with the construction of Easy Breezy a 3 story 18 bedroom house which sleeps 44 people (hotel with no parking) in 2017.

During the summer it is very difficult to drive on Ponce De Leon Court because of all the vehicles on the street because there isn't enough parking at Easy Breezy.

I have seen the raw sewage over flowing from the grinder pump.

As you know, construction has started on another house just like Easy Breezy on the west side of Easy Breezy. Where does this stop with developers putting small hotels on residential lots.

I fully support the proposed Amended Ordinances in District 25 to be presented to the Baldwin County Planning and Zoning board for a vote during the September 5, 2019 meeting.

Sincerely,
Paul Stanton

Paul Stanton
District Sales Manager - Gulf Coast – Contract Sales
(251) 295.5255 - Cell
Electrolux / Frigidaire Major Appliances North America
30082 D'Olive Ridge
Spanish Fort, AL 36527
www.frigidaire.com
www.electroluxappliances.com



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=====

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 12:35 PM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Amended Ordinances in District 25

From: windward2 [mailto:windward2@bellsouth.net]
Sent: Thursday, August 29, 2019 12:00 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Amended Ordinances in District 25

Vince

My wife and I own a house on Buchanan Court W. We purchased this house in January 2018. Prior to that we owned a house at 3480 State Hwy 180 for 20 years (1998 to 2018). We saw first hand what is currently going on in Ft. Morgan with the construction of Easy Breezy a 3 story 18 bedroom house which sleeps 44 people (hotel with no parking) in 2017. During the summer it is very difficult to drive on Ponce De Leon Court due to of all the vehicles on the street because there isn't enough parking at Easy Breezy for 44 people. I have seen the raw sewage over flowing from the grinder pump when walking to the beach. Also it is my understanding that the Ft. Morgan VFD doesn't have ladders to reach 3 stories which is a huge safety problem. I believe construction has started on another house (hotel) just like Easy Breezy on the west side of Easy Breezy. Where does this stop with developers putting small hotels on residential lots.

Cindy and I fully support the proposed Amended Ordinances in District 25 to be presented to the Baldwin County Planning and Zoning board for a vote during the September 5, 2019 meeting.

Sincerely,
Don and Cindy Ward
331 Buchanan Court W.
Gulf Shores, AL
251-363-8576

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 8:12 AM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Amendment

From: Strong, Gillard [mailto:StrongG@bv.com]
Sent: Thursday, August 29, 2019 8:06 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Amendment

Sirs,

I would like to voice my support for the proposed amendment to the zoning for district 25. We need much lower density than what we have now. I am a fifth generation Fort Morgan resident . I grew up there and my house is at 11321 St. Hwy. 180 (2nd St.) also I own four other lots as well as another house and my home. I have seen the state of the environment go downhill driven by the greed of real estate developers. This has to stop. We large four stories houses with four to six units in each one that are built for tax write offs by people who could care less about the local environment or the people. It is pass time that Baldwin county support the people who live here and not out of area investors. I look forward to your support on this matter. Thank you.

G.C. Strong III
Commissioning Manager
NFE CHP Project
+1-876-402-2372 Jamaica
+1-913-458-6175, office
+1-251-978-6960, mobile
strongg@bv.com

D Hart

From: Vince Jackson
Sent: Wednesday, August 28, 2019 10:40 PM
To: D Hart
Subject: FW: <EXTERNAL> Proposed ordinances for District 25

From: mac_deidra [mailto:mac_deidra@bellsouth.net]
Sent: Wednesday, August 28, 2019 9:15 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed ordinances for District 25

Mr. Jackson,

We want to voice our support for the proposed ordinances in District 25 limiting single and 2 family construction to 2 stories and also limiting the size of dune walkovers.

Being Fort Morgan homeowners for 21 years, we are committed to preserving our very special habitat here for generations to come. We thank you in advance for supporting these new proposed provisions that will certainly make a difference in the preservation of Fort Morgan.

Sincerely,

Deidra and Mack Bell
3437 Ponce de Leon Court
Gulf Shores, AL 36542

Sent from my Verizon, Samsung Galaxy smartphone

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 8:47 AM
To: D Hart
Subject: FW: <EXTERNAL> Support for the Proposed Ordinances for Ft Morgan District 25

From: rtravel man [mailto:rtravelman123@gmail.com]
Sent: Thursday, August 29, 2019 8:49 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Support for the Proposed Ordinances for Ft Morgan District 25

Dear Mr. Jackson,

I own a home at 3457 Ponce DeLeon Ct. Ft. Morgan. I have reviewed the proposed Ordinances and totally agree that they will protect our community from over building, poor or no appropriate planning for new construction. Thank you for your support the proper development of our community.

Sincerely,
Royce D. Massey
3457 Ponce DeLeon Ct
Ft. Morgan, AL



Virus-free. www.avast.com

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 6:34 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Fwd: Fort Morgan ordinance

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: carla kapeskas <crkapeskas@gmail.com>
Date: 8/29/19 6:18 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fwd: Fort Morgan ordinance

Sent from my iPhone

Begin forwarded message:

From: carla kapeskas <crkapeskas@gmail.com>
Date: August 29, 2019 at 7:17:56 AM EDT
To: VHACKSON@baldwincountyal.gov
Subject: Fort Morgan ordinance

I am a property owner in Fort Morgan and I support the new ordinance limiting building heights and board walks.

Please help us keep Fort Morgan from real estate exploitation.

Help protect our wild life.

Carla Kapeskas

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 7:53 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Proposed Ordinances for Ft Morgan District 25

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Wayne Zeek <dwzeek@bellsouth.net>
Date: 8/29/19 7:48 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Ordinances for Ft Morgan District 25

As a member of the FMCA and a property owner at the Rookery I & II, I fully support the proposed changes to the Ordinances as described the FMCA Executive Board's email.

Further in my capacity as President of the Rookery Condominium Owner's Association, I have sent the Board's email to all of the Rookery I & II Owners also requesting their support.

Sincerely,
Wayne Zeek, President
Rookery COA
205-534-0753

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 6:33 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Proposed Ordinances

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: LINWOOD H JR SNELL <woodysnell@bellsouth.net>
Date: 8/29/19 5:01 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Ordinances

As Fort Morgan homeowners, we fully support the proposed ordinances to be considered at the Sep 5 meeting.

Laura and Linwood Snell
5571 Pizarro Ave
Gulf Shores (Ft Morgan), AL

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 6:33 AM
To: D Hart
Subject: Fwd: <EXTERNAL> SALTER----VOTE OF SUPPORT FOR PROPOSED ORDINANCES !! Fwd: Proposed Ordinances for Ft Morgan District 25
Attachments: Planning District 25 Proposed Text Amendments to Local Provisions 2019 Revised.pdf

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "J. Stephen Salter" <umstakwit@aol.com>
Date: 8/29/19 5:02 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> SALTER----VOTE OF SUPPORT FOR PROPOSED ORDINANCES !! Fwd: Proposed Ordinances for Ft Morgan District 25

Law Office of J. Stephen Salter
Fellow, ABCL Life Member, NACDL
8975 Pompano Way
Gulf Shores, Alabama 36542-8123
Telephone: 205-585-1776
Email: umstakwit@aol.com

PLEASE KNOW THAT I SUPPORT THE PROPOSED ORDINANCES FOR OUR AREA !

THANK YOU FOR YOUR THOUGHTFUL PROPOSAL !

STEVE

-----Original Message-----

From: ERNIE CHURCH <ecaces4@bellsouth.net>
To: Ernie Church <ecaces4@gmail.com>
Cc: Ernest Church <ecaces4@bellsouth.net>
Sent: Wed, Aug 28, 2019 12:22 pm
Subject: Proposed Ordinances for Ft Morgan District 25

Dear Fort Morgan Civic Association Members
Over the past years the FMCA, Fort Morgan Planning and Zoning Committee and Baldwin County have been working toward some much needed changes to Baldwin County Zoning

Ordinances in order to protect the Fort Morgan community as a whole. Vince Jackson, Baldwin County Planning & Zoning Director, has been working with the County Administrator, Wayne Dyess, to get these proposed changes in front of the Baldwin County Planning and Zoning board for a vote during the September 5, 2019 meeting. If these Ordinances are approved by Planning & Zoning, then the Baldwin County Commissioners will be voting on the Ordinances during October, 2019 for final approval and implementation.

These ordinances will benefit Fort Morgan and help protect our community by limiting new construction to 2 stories, limit the size of dune walkovers and help keep the population density of Fort Morgan in line with the current zoning map. These proposals will also help protect the habitat for our unique and sensitive wildlife as well as promote public safety in areas that have access problems for first responders.

The FMCA Board would like to encourage Fort Morgan residents & property owners to review the proposed ordinances for District 25 (attached below). We also request that you send your support of these ordinances to Baldwin County Planning & Zoning Director, Vince Jackson prior to September 1, 2019. Please Email your support to

: VHACKSON@baldwincountyal.gov

We appreciate you forwarding this email to other residents & homeowners in our Fort Morgan Community and request their support, too.

Please feel free to contact us if you have any questions related to the proposed Amended Ordinances in District 25.

Sincerely
FMCA Executive Board

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 11:37 AM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Baldwin County Zoning Ordinances

From: Pat Ryan [mailto:wgipatryan@aol.com]
Sent: Thursday, August 29, 2019 10:08 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Baldwin County Zoning Ordinances

Dear Mr. Jackson:

As a property owners in Fort Morgan, we would like to voice our support for the proposed changes to Baldwin County Zoning Ordinances in order to protect the Fort Morgan community as a whole.

We appreciate your support in this matter.

Regards
Pat and Ellen Ryan
8839 Dolphin Lane
Cabana Beach Subdivision

D Hart

From: Vince Jackson
Sent: Friday, September 27, 2019 7:21 AM
To: D Hart
Subject: FW: <EXTERNAL> Baldwin County P&Z Text Amendments District 25
Attachments: attachment 1.xlsx; ATT00001.htm

From: Greg & Jamie Strategier [mailto:samsplace41805@gmail.com]
Sent: Monday, September 16, 2019 8:52 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>
Cc: Joe Emerson <captjoesells@gmail.com>; Paul Staton <paul.stanton@electrolux.com>
Subject: <EXTERNAL> Baldwin County P&Z Text Amendments District 25

Hi Vince & Wayne ~

First, thank you so much for all your long hours, Hard work, and your personal diligence and your staff's research in preparing and recommending the text amendments for District 25. Unfortunately I had an accident and was unable to attend the Planning Commission meeting, but my husband, Greg, stayed until the end along with about 30 other FM Residents to address the Planning Commission. We are all very pleased with the Unanimous Vote to approve your recommendations by Baldwin County Planning Commission!

Can u please confirm what date the text amendments for District 25 will Be on the agenda for the Commissioners Meeting in October? I tried to pull Up agenda online but it must be too far out for the October agendas. I see they have a meeting set on October 1.

You already know all of our valid safety concerns for the 2 story limit in residential neighborhoods in District 25.

I have been hearing a lot of push back about the 2 story limit from "the developers" of these Large Big BUISNESS Developments. I can honestly say their concerns are only of greed!

Below are Publicly Advertised Documented Examples:

- With a 2 story duplex "Big Breezy" located: 3604 Ponce de Leon Court (approx 10 rooms plus 2 bunk rooms sleeps 22) there is sufficient annual rental income for the developers. If rented 100% the projected annual rental income would be \$348,300.00

~ Versus ~

- With a 3 story duplex for example "Easy Breezy" located: 3468 Ponce de Leon (18 rooms plus 4 bunk rooms sleeps 44 plus) there is an over abundance of annual rental income. If rented 100% the projected annual rental income would be \$650,400.00.

These numbers come directly from their advertisement with Prickett Properties (See links below). Of course, this rental income also equates to a higher resale value for this COMMERCIAL property which Easy Breezy is listed for sale at \$3.5 Million Dollars on Zillow (as of this date).

<https://www.prickettproperties.com/vacation-rentals/349/Easy-Breezy/Gulf-Shores/AL/West>

Easy Breezy Rates 9/4/19
Per Website

	Dates	Rate for all 10 bedrooms	Rate	Weeks	Two Units 100%
Labor Day	Aug 29, 2019 - Sep 02, 2019	1,200/nt, 6,000/wk, 3 nts min	\$ 6,000	1	\$ 6,000
Early Fall	Sep 02, 2019 - Sept 6 2019	500/nt, 3,500/wk, 600/wk end nt, 3 nts min	\$ 3,500	1	\$ 3,500
Early Fall	Sep 07, 2019 - Oct 4 2019	500/nt, 4,200/wk, 700/wk end nt, 2 nts min	\$ 4,200	4	\$ 16,800
Fall	Oct 05, 2019 - Oct 18, 2019	600/nt, 4,200/wk, 800/wk end nt, 7 nts min	\$ 4,200	2	\$ 8,400
Late Fall	Oct 19, 2019 - Oct 31, 2019	600/nt, 4,200/wk, 700/wk end nt, 3 nts min	\$ 4,200	2	\$ 8,400
Winter	Nov 01, 2019 - Feb 29, 2020	500/nt, 3,500/wk, \$700 weekend, 2 nts min	\$ 3,500	14	\$ 49,000
Thanksgiving	Nov 23, 2019 - Nov 29, 2019	1,000/nt 7,000/wk, 7 nts min,	\$ 7,000	1	\$ 7,000
Holidays	Dec 21, 2019 - Jan 01, 2020	800/nt, 5,600/wk, 7 nts min	\$ 5,600	2	\$ 11,200
Spring	Feb 29, 2020 - May 08, 2020	1,000/nt, 7,000/wk, 7 nts min	\$ 7,000	9	\$ 63,000
Spring	May 09, 2020 - May 22, 2020	1,000/nt, 7,000/wk, 7 nts min	\$ 7,000	3	\$ 21,000
Early Summer	May 23, 2020 - Jun 05, 2020	1,600/nt, 9,100/wk, 7 nts min	\$ 11,200	2	\$ 22,400
Summer	Jun 06, 2020 - Aug 15, 2020	1,700/nt, 11,900/wk, 7 nts min	\$ 11,900	10	\$ 119,000
July 4th	Jul 04, 2020 - Jul 11, 2020	1,800/nt, 12,600/wk, 7 nts min	\$ 12,600	1	\$ 12,600
				52	\$ 348,300

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:08 PM
To: D Hart
Subject: FW: <EXTERNAL> Support of District 25 Proposed Amended Ordinances

From: bppounds [mailto:bppounds@yahoo.com]
Sent: Thursday, September 05, 2019 3:42 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Support of District 25 Proposed Amended Ordinances

To: Vince Jackson
Baldwin County Planning & Zoning Director

From: Barbara P. And Richard H. Pounds, Jr.

Date: September 5, 2019

We are writing to join other Fort Morgan residents in support of the proposed District 25 ordinance changes, drafted by our Fort Morgan Planning and Zoning Committee. Instead of addressing each change, item by item, we simply want to tell you how we feel about the ordinances overall.

We are deeply convinced that these ordinance changes are necessary to ensure continued quality of life in our community. Any future over building of high-density developments will adversely affect the very character of this unique and historic area. This character is something that we want to know will still be around for our grandchildren to enjoy.

In addition, approval of the amended ordinances will at least keep existing traffic levels on State Highway 180 of local residents as well as visitors from exploding into both unbearable day to day travel and unsafe conditions during hurricane evacuations. Living here since the late 1980s, we have experienced several evacuations, and know that higher density will only exacerbate the problem. Since there is one exit north on Highway 59, we already are merging with the heavy traffic from Gulf Shores and some from Orange Beach.

Increased density will also mean that the pleasure of enjoying our less-crowded beaches, a major draw for vacationers, will become just a memory. Our peninsula supports an incredible amount of wildlife habitat beyond the Bon Secour National Wildlife Refuge borders. This is another quality of this district which makes it so desirable. Thousands of birds migrate through our yards year after year. Overbuilding will only lead to diminished numbers.

Some in opposition to amending the ordinances will argue that restrictions will result in lower property values, that investors and buyers will be too cautious to buy gulf front properties here. We truly believe that the very attributes mentioned above will continue to make this a very attractive place to visit or live fulltime. Visitors are almost constantly remarking on facebook how they love this place for the peace and quiet vs bustling crowds in our neighboring towns to the east.

We just want to emphasize what a wonderful existence we have living here, not only because of its remote, quiet, and uncrowded location but because of the people and the small town feel. It is our opinion that it is paramount that we take steps now to preserve the natural beauty, the historic and quaint character, and above all, the public safety of our home town. We hope you will seriously consider the positive impact that the proposed ordinance changes will have on life in Fort Morgan District 25.

Sent from my Samsung device

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:07 PM
To: D Hart
Subject: FW: <EXTERNAL> Fort Morgan

From: fmseaturtles [mailto:fmseaturtles@gmail.com]
Sent: Thursday, September 05, 2019 2:54 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fort Morgan

Mr. Jackson,
I am a team leader for Fort Morgan Share the Beach team.
I support the new ordinances pertaining the dune walk overs and height of new builds.
Some of the current dune walk overs make it impossible to get around on our UTV that we use for morning patrol and to deliver equipment to nests at times.
We appreciate your support of the concerns of our program.
Debbie Harbin
251-391-8333

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

Comes off
1st Floor of

the building

15
feet



Dune Walkover
In compliance with
the proposed dune walkover
regs



LETTERS IN OPPOSITION

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 2:16 PM
To: D Hart
Subject: FW: <EXTERNAL> Fw: Correction for Proposed Ordinances for Ft Morgan District

From: Bill Jones [mailto:joneswh@bellsouth.net]
Sent: Thursday, August 29, 2019 9:14 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fw: Correction for Proposed Ordinances for Ft Morgan District

Vince:

As I read the proposals for dune walkovers I am caused to ask why these, now? Are existing structures grandfathered in?

I ask because of the stated "concern" for environmental reasons; but on the other hand gulf front property (rental and otherwise) without any dune walkover structures of any size or make, daily allow total destruction of the vegetation, and dunes. So how is regulation of walkovers going to benefit anyone? Really, am I missing something here?

How does the bureaucratic dictation of handrail height protect or make any better the "environment"? You can't dictate the height of the sand beneath a dune walkover as it changes in large measure by season and wind. Why would solar lights be prohibited on the walkover for the aged and infirm?

I make these few remarks because while I support most of what appears on page one the remainder is hardly science based but just some arbitrary crap dreamed up by some do-gooder.

The bottom line is most of the water front of Ft. Morgan is privately owned. There is little room for much development period, unless the public and renters gain greater rights to trespass and and trample.

The good people of Ft. Morgan should start notifying tourists and 2nd tier renters that there is not much public beach available but the laws of trespass in Alabama still exist.

As well intended as this may be you just create more fodder for lawyers.

Thanks

Bill

LAW OFFICE OF
WILLIAM HAROLD JONES
849 U.S. HWY 11
PETAL, MS 39465
PH: 601-545-8324
FX: 601-545-8389
whjoneslawoffice@bellsouth.net
joneswh@bellsouth.net

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----- Forwarded Message -----

From: Fort Morgan <fortmorgancivic@gmail.com>
To: "fortmorgancivic@gmail.com" <fortmorgancivic@gmail.com>
Sent: Wednesday, August 28, 2019, 10:03:31 PM CDT
Subject: Correction for Proposed Ordinances for Ft Morgan District

Dear Fort Morgan Civic Association Members

I must apologize for a mistake. There was typo in the email (see attached below). **Vince Jackson's CORRECT email address is:** vjackson@baldwincountyal.gov

If you already sent Vince an email, then please resend it to the CORRECT email address.

You are also invited to show your support in-person during the Baldwin County Planning & Zoning Commission meeting next Thursday, September 5, 2019 @ 6pm.

Baldwin County Central Annex Building
22251 Palmer Street
Robertsdale, AL 36567

Sincerely,
Greg Strategier

Dear Fort Morgan Civic Association Members

Over the past years the FMCA, Fort Morgan Planning and Zoning Committee and Baldwin County have been working toward some much needed changes to Baldwin County Zoning Ordinances in order to protect the Fort Morgan community as a whole. Vince Jackson, Baldwin County Planning & Zoning Director, has been working with the County Administrator, Wayne Dyess, to get these proposed changes in front of the Baldwin County Planning and Zoning board for a vote during the September 5, 2019 meeting. If these Ordinances are approved by Planning & Zoning, then the

Baldwin County Commissioners will be voting on the Ordinances during October, 2019 for final approval and implementation.

These ordinances will benefit Fort Morgan and help protect our community by limiting new construction to 2 stories, limit the size of dune walkovers and help keep the population density of Fort Morgan in line with the current zoning map. These proposals will also help protect the habitat for our unique and sensitive wildlife as well as promote public safety in areas that have access problems for first responders.

The FMCA Board would like to encourage Fort Morgan residents & property owners to review the proposed ordinances for District 25 (attached below). We also request that you send your support of these ordinances to Baldwin County Planning & Zoning Director, Vince Jackson prior to September 1, 2019. Please Email your support to : VJACKSON@baldwincountyal.gov

We appreciate you forwarding this email to other residents & homeowners in our Fort Morgan Community and request their support, too.

Please feel free to contact us if you have any questions related to the proposed Amended Ordinances in District 25.

Sincerely
FMCA Executive Board

--
Fort Morgan Civic Association

President
Joe Emerson
captioesells@gmail.com

Vice President
Ernie Church
ecaces4@gmail.com

Treasurer
Greg Strategier
samsplace41805@gmail.com

Secretary
Carol Kittrell
ckittrell@southalabama.edu



D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 2:11 PM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Fort Morgan Zoning Ordinances

Opposition

From: Scott Lewis [mailto:scottl@ncms-inc.com]
Sent: Thursday, September 05, 2019 12:49 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Fort Morgan Zoning Ordinances

Mr Jackson,

My name is Scott Lewis and I'm the President of CL Investments, LLC. an Alabama company. I own multiple homes down in Fort Morgan and am currently constructing another one. All my properties are luxury properties that attract renters that spend a tremendous amount hence provide much needed tax revenue for the area. It has been brought to my attention that the minority, the full time residents that live in Fort Morgan, are driving an agenda that is on the surface claiming to be driven for safety reasons but in reality they are doing it to greatly reduce development of the area so they can keep it the way they want.

3 story houses:

I'm told the reason they want to restrict the building of 3 story houses is for fire safety reasons. They say the Fort Morgan Fire Department (FMFD) has an issue with being able to save people from the 3rd story if it catches fire. Currently you have the Beach Club, the Dunes and many other 3 story houses that the FMFD is serving. They don't have an issue serving those homes why not more homes? Also if one of these larger structures catches fire the FMFD gets assistance from the GSFD to fight these fires. The real reason they want to restrict these homes from being built isn't because of safety it's because of how many renters stay in the homes and the view it blocks. These two reasons have been echoed over and over by the individuals driving this campaign. With the President of the Fort Morgan Civic Association being the son of the ex fire Chief he's using the scare tactic of horrific fires to get his point across. How many 2 and story homes have burned down in Fort Morgan over the last 30 years? How many deaths have occurred? My research although limited shows that not one death has occurred in Fort Morgan in the last 30 years due to fire. House fires are extremely rare too. Yes I know we had two burn down this 4th of July, but that was an anomaly for the area.

Solution: An easy way to solve this problem is requiring sprinkler systems for any 3 story or higher structure just like Gulf Shores does. I would even be okay if we did it for 2 story or above houses. Not only does this solve the problem but it helps the FMFD even more when putting fighting fires.

12ft Driveway's instead of 10ft:

I'm told this is needed for the fire trucks to get to the houses. Over the years the fire trucks in the area have not got wider so why is this needed? On a 50 ft lot if you expand the driveway by 2 feet in width you barely

have enough square feet to build a decent house based on the calculation Bill Lynn at Fish and Wildlife uses. However once again the President of the FMCA is using fire safety as a way to push their agenda

Solution: Require a firm material for the driveway. Cement, asphalt or packed rock. By doing this it makes for a more stable base so you don't have to worry about the truck being stopped.

Limit Parking:

Apparently the FMCA wants to limit how many cars can park under the house or in the driveway. Again they are using fire safety as a reason and scare tactic. First of all if there is a fire at one of my houses on Ponce de Leon NO fire truck is pulling into the driveway, the truck will be parked in the road for two reasons. One access to the hydrant and two they will not put the truck within 50-100 feet of an active fire! I have confirmed this with two different fire departments. Why does the FMCA want this change? By doing this it limits the amount of travelers cars that can be on property hence making it more difficult to get renters. I've heard rumors that the County will tow cars off PRIVATE PROPERTY if this is enforced. Good luck with that going on private property to tow cars. Someone will get hurt doing that. Additionally how are you going to know what houses are grandfathered in? Whose going to police this? Whose going to tow cars? I'm sure this little group called the FMCA will be more than happy to, but I surely wouldn't recommend that.

Solution: Nothing. Private property owners have a right to park how many cars they want in their driveway. With that being said there is a real safety concern for parking in the street so I'm ok with restricting that.

Dune Walk:

Apparently the new ordinance will state that dune walks are mandatory and can only be 2 feet about the highest dune? The highest dune when? Before a hurricane, after a hurricane, in the middle of winter etc? Dunes constantly change. If you require this after a storm where the dunes are washed away then within a year that 2 ft high beach walk will be buried and now you will have to bring out equipment to uncover it. Once you do that you are disturbing the dunes around that area which Bill Lynn is NOT going to go for. Also having dune walks only two feet high is going to cause more debris being launched airborne or being swept into the Gulf or on the beaches after every storm. This doesn't even have to be a hurricane. Many times we get surges with un-named storms that come about during a full moon at high tide that batter the dunes

Solution: I think we should be going the opposite way with this. Dune walks should be a minimum of 6 feet about the highest dune not to exceed 10 feet. Dune walks should be mandatory for all new builds.

I am asking that all these measures be tabled tonight. The minority and their agenda of keeping Fort Morgan from growing is what is driving this. None of the absentee property owners had any idea this was happening in the shadows. Growth is a way of live. Growth generates tax revenue for everyone to benefit. You cannot pass ordinances that are only being presented to stop growth and make a small amount of residents happy. I've invested millions of dollars in the area, have beautiful houses, construct habitat for endangered species, donate nice sums of money to the FMFD and have assisted the Baldwin County Sheriff on multiple times to apprehend criminals in the area by providing surveillance footage and allowing them to use my houses as lookout points for their sting operations. Even though I don't live there I am a very active participant in the area and do a lot to make it better.

You do not have to respond other then letting me know you are read my arguments.

Thank you for all you do,
Scott Lewis
President
CL Investments, LLC
214-673-9100

D Hart

From: Vince Jackson
Sent: Wednesday, September 4, 2019 4:04 PM
To: D Hart
Subject: FW: <EXTERNAL> New Planning and Zoning Draft

This is a letter of objection to the zoning text amendments. I've received a couple of others today, which I will forward.

I know your busy, but when you have a chance could you send me a list of what I've sent you for the text amendments? I'm not sure if I've sent everything.

From: triceyricee@aol.com [mailto:triceyricee@aol.com]
Sent: Wednesday, September 04, 2019 3:55 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> New Planning and Zoning Draft

Mr. Jackson,

As a property owner in the Fort Morgan area, I would like to voice my objection to the new draft for changing the structure size from 3 stories to 2 stories. I feel that with the limitations that Fish & Wildlife has placed on the property owners in Fort Morgan to further limit the number of stories is not for the better good of the area. Taking District 25 out of the overall planning and zoning height regulations seems unreasonable. If there continues to be 3 story houses that can be constructed that falls under the same fire department they are just in a Planned Unit Development, then I feel this is discriminating toward other property owners.

Also, not sure how Fish & Wildlife is going to allow additional parking area so that there will be no stacking of cars without taking the square footage out of the house size.

Thank you for noting my objection.

Trice Hulling, Lazy Shores LLC
Managing Member
Lot C Brandt Lane

D Hart

From: Vince Jackson
Sent: Wednesday, September 4, 2019 4:05 PM
To: D Hart
Subject: FW: <EXTERNAL> Changes on ft Morgan

Opposition to the Fort Morgan amendments.

From: Caleb Hastings [mailto:kanineproperties@gmail.com]
Sent: Wednesday, September 04, 2019 1:09 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Changes on ft Morgan

As an owner and sometime builder I object to changing from 3 story to 2 story and don't understand since the height remains at 35ft(which it should). Leo Hastings

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 2:12 PM
To: D Hart
Subject: FW: <EXTERNAL> District 25

From: Caleb Hastings [mailto:calebwhastings@gmail.com]
Sent: Wednesday, September 04, 2019 9:41 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> District 25

Good Morning Mr. Jackson,

I am writing in regards to the building code changes that are proposed in District 25 of Baldwin County - specifically the parking limits and the limit on the number of stories that can be built.

I grew up vacationing to Fort Morgan every summer. My parents eventually moved to Fort Morgan and my father practices veterinarian medicine in Loxley while living in Oyster Bay Village on Fort Morgan. I have owned several properties over the past several years and am in the process of building on Chewing Lane on Fort Morgan. I say all this because I want to impress that I truly value this area - its a part of my childhood and now a part of my life (I've been fortunate to purchase and remodel some of the properties I grew up spending the summers in). I'm concerned that these changes don't improve "safety" at all and are in fact proposed for the purpose of slowing down development on Fort Morgan.

1) How can the limit on the number of stories improve safety when the height restriction of 35' is still the same? Instead this is a proposed change that will limit the number of bedrooms and in effect the number of people vacationing to those homes

2) How does the number of parking spots (not stacked vehicles) improve safety? Again I propose that its a restriction to limit the number of bedrooms built on smaller lots.

3) I'm sure you understand the finances much better than I do with tax revenue, but it doesn't seem like a good business model to restrict the size of a home that can be built. Lowering the values and therefore the tax revenue. Also lowering the number of vacationers to the area and the out-of-state revenue.

I value the preservation of Fort Morgan and have always met with regulations to keep that preservation. I've had meetings at various times and sometimes at the same time with US Fish and Wildlife, Corp of Engineers, ADEM, P&Z, etc.to assure that I meet those regulations. I care about the area, but I understand that growth is vital to helping maintain what we have. I'm in favor of regulations that help preserve this beautiful area and keep it and the residents safer. However I object to the proposed changes to District 25 because I don't believe they accomplish either one. I believe they are proposed to restrict growth and I object.

I didn't mean to write such a long email. I've never lived on Fort Morgan, but because men a long time ago were in favor of development and growth I've been able to enjoy it each year for over 30 years.

I appreciate and value your time. So thank you.

Caleb Hastings
270-792-5015

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 9:07 AM
To: D Hart
Subject: FW: <EXTERNAL> Ft. Morgan Zoning - Gulf Subdivision C

Another letter.

From: Robert J. Isakson, Sr. [mailto:risaksonsr@lafayetteland.com]
Sent: Thursday, September 05, 2019 9:03 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>; Baldwin Co. - Wayne Dyess, County Administrator <wayne.dyess@baldwin.countyal.gov>
Cc: Reed, Mark B. <mbr13151@aol.com>; Miller, Greg <gregmillerfm@gmail.com>
Subject: <EXTERNAL> Ft. Morgan Zoning - Gulf Subdivision C

Gentlemen,

My partners and I appreciate the time you spent with us yesterday and the effort you made to understand our dilemma's. Some have been living this nightmare for many years, and unfortunately came into the meeting with a feeling of dispare. We appreciate more than you know, your restraint and understanding.

I think we have come down to two issues:

1. The stacked parking being not applicable to us. Gulf Subdivision C consists of, I think, 56 lots that run from Ft. Morgan Road to the beach, each being some 50 feet wide and 800 lf to 1,000 lf long. With the requirements for the drive, etc. the stacking prohibition would be devastating to our remaining developments. As we discussed yesterday, we don't believe that we are the subject of the parking complaints. We understand the parking dilemma occurring elsewhere and your attempts to rectify that. However, if it could be possible to exclude our subdivision from these parking regulations, it would help us tremendously; while not exacerbating your parking dilemma.
2. Two story height. With our 50 ft. lot, the lowering of the stories from 3 to 2 (while passing the previously established 2.5 stories) is debilitating. I believe that this was an act specifically requested by the Fire Dept. but is not required by the other zoning districts. I understand that this does not have to do with the fire suppression equipment, but rather with the theory that the volunteers in Ft. Morgan are older than other volunteer firefighters in the county and may have more difficulty removing victims from the second and one half floors of burning buildings. Perhaps, as an alternative to this punishing restriction you could add that if someone wanted to build a 2.5 story home in Ft. Morgan, then they are required to sprinkler the entire

residence. I believe that this would be a fair compromise to the needs of the fire department but still allow the owners to build to where it is economically feasible.

Again, I appreciate the professionalism that you exhibited yesterday and your willingness to receive us and hear our concerns. Anything that you might be able to do to assist would be most appreciated. Bob

Robert J. Isakson, Sr.
Lafayette Land Company
Phone: 1-251-340-6505 x 101
Cellular: 1-251-423-1160



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September 27, 2019

Hon. Charles F. "Skip" Gruber
County Commissioner - District 4 (South Baldwin County)
Baldwin County Administration Building (County Seat)
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Phone: 251.937.0264
cgruber@baldwincounty.al.gov

Vince Jackson, Planning Director
Planning and Zoning Department
22251 Palmer Street
Robertsdale, AL 36567
Phone: 251.972.8523
vjackson@baldwincoal.gov

Gentlemen,

I am the Managing Member of a family partnership which has owned property in Fort Morgan, AL since the early 1970's. Recently, my family learned of some activity by the County Commission and the Planning and Zoning Department/Commission impacting District 25 which is causing us great concern.

We were advised that at the Regular Meeting of the Planning and Zoning Commission on September 5th there was a vote to approve of changes to the current zoning of properties in District 25/Fort Morgan. The material and substantive changes that were approved included new restrictions on maximum building height, dune walkovers, and parking. Specifically, the changes were identified on the Agenda as "Text Amendments" to:

- a.) TA-19001, Article 2, Section 2.3.25 Local Provisions for Planning District 25.
- b.) TA-19002, Article 4, Residential District as it pertains to maximum height and
- c.) TA-19003, Article 22, Definitions as it pertains to the definition of half-story

Our specific concerns:

1. We did not receive any notification of the proposed changes that directly impact the value of our property and, therefore, we were not provided with any opportunity to be heard in opposition to these proposed changes.

2. It appears from the Agenda available online that Mr. Ernie Church, Vice President of the Fort Morgan Civic Association, provided notice to the members of the Fort Morgan Civic Association via email of August 28, 2019. Not all owners of property in Fort Morgan are members of this association.

3. Some persons owning property in Fort Morgan were provided with notice and an opportunity to submit their opinions in writing, all of which supported the proposed changes. Specifically, there were twelve (12) letters from the following persons that were submitted prior to the meeting as they were attached to the Agenda: Mr. Massey, Mr. Strong, Mr. Zeek, Ms. Kapeskas, Mr. Salter, Mr. and Mrs. Snell, Diedre and Mack Bell, Paul Stanton, Joe Emerson, John and Joan Scruggs, Pat and Ellen Ryan, and Don and Cindy Ward.

4. It appears that the new changes to the zoning in Fort Morgan will not impact existing developments such as Martinique, The Dunes, and Kiva Dunes. It disproportionately impacts private, single-family property owners.

5. All of the changes approved without notice to all owners of land located in Planning District 25 will directly and negatively impact the value of property in that District. We strenuously object to these changes and we believe that if appropriate notice was provided, the Commission could be provided with substantive evidence supporting objections that should be considered before approving and implementing such changes to zoning in that District.

We would appreciate your responses to the following questions at your earliest convenience:

1. On what date will the meeting minutes be available from both the August 1 and September 6 Planning and Zoning Commission Meetings?
2. Based on the limited information on the website at this time, it appears that the next regular meeting of this Commission will be October 3, 2019. Assuming this is true, does the Commission intend to provide written notice to all property owners in District 25/Fort Morgan prior to that meeting regarding the changes to District 25 that were approved at the meeting on September 6, 2019?

Sincerely,

Susan W. Harrell

Susan W. Harrell
Managing Member
Philip Properties, LLC
2621 Paradise Point Drive
Pensacola, FL 32503
Swharrell56@gmail.com
s.w.harrell@cox.net
(850) 450-5688

September 27, 2019

Mr. Vince Jackson
Planning Director
Planning and Zoning Department
22251 Palmer Street
Robertsdale, Alabama 36567
Phone: 251.972.8523
vjackson@baldwinncountyal.gov

Mr. Jackson,

Thank you for taking the time to speak with us via telephone on September 20, 2019. As property owners in District 25, we have some concerns with the proposed TA-19001 Text Amendment to the Baldwin County Zoning Ordinance Article 2, Section 2.3.25.

Our family has owned property in Fort Morgan (District 25) since the 1970's. We grew up fishing and enjoying the beaches in the area with our parents who were both lifelong northwest Florida residents. We know firsthand the beauty of that stretch of land at Ft. Morgan and embrace the efforts to prevent the peninsula from becoming overbuilt with high-density developments. However, the current changes being proposed (TA-19001) in combination with Fish & Wildlife (F&W) restrictions for protection of the Alabama Beach Mouse will specifically and primarily impact the owners of property in District 25 who wish to build single family houses or sell to those who wish to do the same.

It is our understanding that the proposed text amendments specifically exclude existing high-density properties in Ft. Morgan including Kiva Dunes, The Dunes, Heritage Point, and Martinique. If the proposed text amendments are a matter of safety, then these HDPs should also be required to meet the requirements that are proposed. At the very least, the fire department should have insisted that existing buildings in District 25 which exceed the height limit be required to install sprinkler systems in order to address the safety issues. As a reminder, during our phone conversation, you offered to send us a copy of the letter from the Fire Department outlining the safety concerns the Department had about being able to service properties over 2.5 stories. We would appreciate it if you could send this to us.

The value of currently undeveloped properties in District 25 will be greatly reduced if the changes proposed in TA-19001 are approved. We were advised by our real estate agent that a prospective buyer of our property had recently attempted to secure a “mouse permit” and was told that these proposed text amendments would prohibit him from building a 3-story house (3 habitable floors). We are unsure if a “mouse permit” is another label for the “land use permit.” This prospective buyer has nine children and, therefore, would need to build a 3-story house in order to accommodate eleven people (nine children and two adults). This information has kept the prospective buyer from making an offer to purchase our property. We do not believe that an ordinance which prevents a large family from building in District 25 is consistent with the intent of the proponents of this proposal.

F&W already restricts the building footprint of single-family housing to 0.1 acre (including the driveway, parking, deck, and house). Someone wishing to build a home for a large family would need to build more stories in order to accommodate all the bedrooms needed. Our lots are ~340 feet deep and although F&W does make some exceptions in the 0.1-acre restriction for deep lots, the enforcement of the parking requirements would further reduce the habitable square footage someone could build and, thus again reducing the value of the property.

Although the stacked parking ordinance was adopted two years ago, it has not heretofore been enforced. The enforcement of stacked parking further puts current undeveloped property owners at a disadvantage to other property owners who have existing homes since the enforcement will prevent approval of building permits without taking more property for parking away from the footprint of the home.

Text Amendment TA-19001 is not directed at the high-density developers who have already built on Ft. Morgan. In fact, the current high-density developments are specifically excluded. They are not directed at the property owners who built prior to implementation of the more stringent ordinances. The persons to be directly and negatively impacted are the property owners of currently undeveloped property who want to preserve the beauty of Ft. Morgan but who instead are seeing their investment continue to be devalued.

We feel that the proposed TA-19001 goes beyond a simple text amendment. This proposal creates material and substantive changes that negatively impact the value and marketability of currently undeveloped properties at Ft. Morgan. We sincerely hope that you consider our concerns and the impact that this proposal will have upon property in District 25. We respectfully request that TA-19001 be removed from consideration by the County Commission.

Sincerely,

Susan W. Harrell
Managing Member on behalf of
Philip Properties, LLC
2621 Paradise Point Drive
Pensacola, FL 32503
(850) 450-4688
s.w.harrell@cox.net

Cc:

Hon. Charles F. "Skip" Gruber
County Commissioner-District 4 (South Baldwin County)
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Phone: 251.937-0264
cfruber@baldwinncountyal.gov

D Hart

From: Vince Jackson
Sent: Friday, September 27, 2019 7:16 AM
To: D Hart
Subject: FW: <EXTERNAL> Proposed rule change

From: Michael Audemar [mailto:maudemar@yahoo.com]
Sent: Monday, September 09, 2019 11:09 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed rule change

Hello

I am a lot owner in fort morgan and was heard through the grapevine about a proposed rule change to limit new construction to 2 stories.

This comes as a shock to me. I was not informed that this was even in discussion. I'm sure none of the other property owners were informed either.

I feel like this was done secretly and in a disingenuous manner. Most of the lot owners in fort morgan live out of town. To not contact us beforehand is dishonest and illegal.

I hope the members of the board have insurance and lawyers because we will be primarily suing you individually for your actions, in addition to the city.

M

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:06 PM
To: D Hart
Subject: FW: <EXTERNAL> Fw: Planning district 25 Fort Morgan

From: Jeff Valentine [mailto:jvbeach@yahoo.com]
Sent: Thursday, September 05, 2019 2:34 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fw: Planning district 25 Fort Morgan

Mr. Jackson,

It's come to my attention that some drastic changes to new construction of beach houses in district 25 have been proposed. I'm writing to express opposition to most of these proposals. I own dozens of properties in Baldwin county and many of them are lots at the beach that haven't been built on. These new changes are going to decrease the value of these properties. (The tax and lodging revenues to the county will also be lessened)

I've heard that the fire department is concerned with being able to handle fires in 3 story houses. How are they planning on servicing existing 3 story houses and condos? I think getting them the proper equipment is a better idea. I expect property owners would rather chip in to help buy the equipment.

I think the current 35 ft height restriction is enough to keep houses to a reasonable size.

I'm told there will no longer be "stacking" of cars under the house and parking pad. Fish and Wildlife request that we use narrower driveways on these sites. No stacking will lead to driveways as wide as possible (detracting from Beach Mouse habitat). Typically we park cars behind the cars under the house. People staying at these houses have access to be able to move the cars if needed.

If the asphalt roads were restored to their original width, vehicles would be able to pass more easily.

It's a dangerous precedent to allow a few voices to encroach on the property rights of many others in Fort Morgan. These voices understood that houses would eventually be built on the beach lots in front of them.

Many of us have owned these lots for years with the plans to develop them.

I ask you to give some additional thought to the negative impacts these changes will bring.

Sincerely,

Jeff Valentine
15946 Keeney dr.
Fairhope, Al. 36532
251-581-3932

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:13 PM
To: D Hart
Subject: FW: <EXTERNAL> District 25 Planning

From: Jeff Valentine [mailto:jvbeach@yahoo.com]
Sent: Friday, September 06, 2019 4:00 PM
To: Charles F. Gruber <CGRUBER@baldwincountyal.gov>
Cc: Vince Jackson <VJACKSON@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>; Jeb Ball <Jeb.Ball@baldwincountyal.gov>; Joe Davis <Joe.Davis@baldwincountyal.gov>; Billie Jo Underwood <BUnderwood@baldwincountyal.gov>; Teddy J. Faust <TFAUST@baldwincountyal.gov>
Subject: <EXTERNAL> District 25 Planning

Baldwin County planning & Zoning Commission members and staff,

I'm writing about last night's meeting about District 25 Text amendments. I was in attendance and am opposed to the proposed changes.

There are many district 25 land owners (who live and vote elsewhere in Baldwin County) that weren't aware of last night's agenda.

I realize it was about 9 pm when these issues were taken up and everyone looked ready to get home.

Surprisingly not one board member asked a single question about the opposition concerns.

I'd like to recap a few points of contention.

1. The main reason given for limiting houses to 2 stories was the fire departments inability to rescue anyone above floor 2.

What are we to do about the hundreds of 2.5 - 3 story houses and condos that already exist? Are they just out of luck if they have a fire? Shouldn't we just buy a ladder truck to access these structures?

Vince Jackson mentioned he's been working on these issues for years. How has this detail been overlooked by everyone involved?

He stated that parking issues were tabled for a future amendment. I would like to point out that the asphalt roads along the beach haven't been maintained for years. Many of them are now 12 ft wide, when originally constructed at 20 ft. This would alleviate most of the concerns for emergency vehicles having access on the roads. Most of the parking issues are at the beach access points. These cars are not associated with the houses on the beach. Maybe parallel parking expansion in the ROW near those points?

We are Not trying to build "Condos" as was contested. There is a demand for large beach houses for extended families who want to enjoy the beach in a more private setting. I have an 8 bedroom project currently in the planning stage that has 2.5 stories that I am now unable to move forward with.

I hope you can appreciate that Fish and Wildlife mandate the smallest footprint possible for the house, parking, and decks (to preserve beach mouse habitat). This is another reason a 3rd story is sometimes necessary.

I understand that people who already have houses in this district want to limit others from accessing this beautiful area. Did they think these lots would never be built on? I view these proposals as an infringement on the property rights of lot owners and visitors who hope to enjoy the area in the future.

I know other voters in Baldwin county that own beach lots with plans to build some day. I expect you will hear their concerns when they learn of the new restrictions.

Have we thought about the lower property values and tax revenues this will create? Have we gotten feedback from Teddy Faust on this? If this passes, every beach lot that's not built on should be reassessed at a lower value.

I hope the Baldwin County Commission will take a deeper look than was done last night when they take this matter up.

Anyone receiving this letter has permission to forward it to any interested parties.

Sincerely,

Jeff Valentine
15946 Keeney dr.
Fairhope, Al. 36532
251-581-3932

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:10 PM
To: D Hart
Subject: FW: <EXTERNAL> Code Meetings

-----Original Message-----

From: Fawzy Sedrak [mailto:arlingtongoldandsilver@yahoo.com]
Sent: Thursday, September 05, 2019 4:45 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Code Meetings

To whom this concerns,

I was just informed by my realtor that there is a meeting tonight about proposed building changes. I own several lots on Fort Morgan and this will negatively affect the value of them. I feel this is illegal as I was not notified. I have not seen any signs on Fort Morgan stating a meeting regarding proposed building changes nor have I received any notification of any kind via mail, email, etc. (as they do with variances, etc.). Also, I feel there needs to be some clarification on the parking amendment 15.3.1. The amendment states "a driveway which affords unobstructed ingress and egress to each space". This makes no mention of each car needing ingress and egress but we are getting told that we can not stack parking now even with a driveway that provides unobstructed ingress and egress as called for in the amendment. What systems are going to be put in to place to patrol and see if cars are parked correctly? Most of the parking on the street occurs where the perpendicular roads hit Ponce De Leon at the beach access points. I know this was done to promote more parking but it does the opposite by eliminating spaces where people can park. Please table this until everyone who will be affected can be notified. I have already contacted a large law firm in Washington D.C. and they are looking into this matter, and I have contacted other property owners to join. I plan on pursuing this and this will cost the city many funds. Owners are suppose to receive certified letters informing them of city meetings that will affect their property with new code changes. I did not receive any advance notice and neither did multiple land owners that I have spoken to.

Regards

Fawzy Sedrak

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:10 PM
To: D Hart
Subject: FW: <EXTERNAL> Meeting tonight

From: peter sedrak [mailto:petesedrak26.2@gmail.com]
Sent: Thursday, September 05, 2019 4:13 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>
Subject: <EXTERNAL> Meeting tonight

Hello my name is Peter Sedrak, me and my family own several lots on Fort Morgan.

I was just informed that there was a meeting tonight regarding proposed parking regulations. Me nor anybody else in my family was informed of this proposed change or this meeting.

Before any rash decisions are made, I would like to discuss this further and really vet this out. This proposed change if I understand it correctly would truly hinder rental income, and therefore property values. This ultimately would lead to decreased local tax revenues, both for rental taxes and property taxes.

Please table this topic for now until all involved parties are notified and a consensus can be reached.

Thanks and please contact me at any time.

Peter Sedrak
817 975 6722

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:09 PM
To: D Hart
Subject: FW: <EXTERNAL> Building Amendments

From: Daniel Humphries [mailto:danielphumphries@gmail.com]
Sent: Thursday, September 05, 2019 3:58 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Building Amendments

I was eating lunch today and overheard a group of people talking about possible zoning changes that would affect Fort Morgan and that there is a meeting tonight regarding the proposed zoning changes. As someone who owns a property on Fort Morgan and lives full time on Fort Morgan, it was a little disturbing since I was not made aware of any proposed changes. I have not seen any zoning notice signs. I have not seen any information or advertisement of it in any form. I fully believe that all owners of property on Fort Morgan should be notified as the proposed changes can and will affect us all. This situation seems like it was done as quietly as possible in hopes that people were not made aware. I have been in real estate for 9 years in the area and have sold a lot of clients property in Fort Morgan and I know for a fact none of them know about the proposals. I can only hope that this can get tabled until more property owners are made aware. Open discussion and dialogue should be welcomed.

Respectfully,

Daniel Humphries

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:09 PM
To: D Hart
Subject: FW: <EXTERNAL> new restrictions

From: Tom Martin [mailto:martinhomebuilders@gmail.com]
Sent: Thursday, September 05, 2019 3:56 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> new restrictions

Mr Jackson

just got the letter to look at of the counties intentions.

according to the ibc and irc codes there is no half story

orange beach counts the ground level under the first habitable floor as a story with two floors above they require fire sprinkler systems

gulf shores does not count the under side of the first raised floor but requires fire sprinkler system if the house has three habitable floors above

the county has yet to require fire sprinklers on two or three habitable floors

houses with three habitable floors have been built as far back as 2000

fws has restricted the footprint damaging property values the only way to utilize your land is to go up three habitable floors

if this passes property values for those who have 3 floors will go up but property values will go down

as far as parking most all jurisdictions allow stacking but require so many cars per bedroom

again fws has severely limited parking without stacking

what if cars are stacked regardless of the size of the house how will that be monitored,enforced

so by changing the zoning the way it is you change the status of many homes to nonconforming which could be devastating to future repairs and value

so by not allowing stacking what about existing structures with stacking going on

so by changing the zoning is this a form of taking property rights to have what others have been enjoying for twenty plus years

require fire sprinkler systems in 3 stories (habitable)

leave zoning the way it is or get the fws to loosen up on restrictions of 4356 sq ft from edge of pavement of impacted are

with a drive over 100 sq ft 3450 sq ft of impact for dwelling decks pools stairs parking pad (not much)

the right of way access on fort morgan rd can be as much as 140 ft of state park that the owner has to pay fws 2.3 dollars per sq ft in order to use their own property another taking

thanks for letting me give my opinion as a land owner in fort morgan and an active licensed home builder along the alabama coast

fws has the dune walk under control

Tom Martin

reference irc 2015 pg 18 pg 24

9/25/2019

Dear Commissioners,

I am writing you as a Fort Morgan homeowner and someone who cares deeply for the Fort Morgan community. Fort Morgan is the last remaining place along the Baldwin County Gulf Coast that hasn't been overdeveloped and retains its unique beach front cottage character. However, over the last several years the character has begun to be altered. The beach front cottages are now being torn down and replaced with 3 story, 50' tall mini hotels that contain at least 18 bedrooms and sleeps 44 people. The parking generated by these mini hotel is tremendous and causes streets to be routinely blocked. Not only does this effect the residents and other renters, but it also severely impedes emergency services such as fire fighters and EMS staff. This issue is a fundamental critical emergency services issue that directly affects the safety and welfare of visitors and citizens alike.

This exploitation of the zoning rules has diminished the unique character and only benefits a few while the rest are left to deal with the negative consequences it causes over generations. I can't imagine that the citizens that initiated the District 25 zoning process ever envisioned that these small 50'-75' lots would be so overdeveloped with mini hotels destroying the unique character that they fought so hard to protect and which has existed for years in Fort Morgan.

Fortunately, the citizens and homeowners have banded together with a common goal to protect this unique place we all love. Before you on October 15th are several amendments that directly affect Fort Morgan. These zoning amendments demonstrate a great deal of hard work and a reasonable, fair approach to re-establishing and reaffirming the unique character and original vision of Fort Morgan. These amendments fit squarely within the charge provided by the Local Act of the Alabama Legislature. In **Section 45-2-261.64 of the Act**, it says that the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.

It is clear that the "historical nature of existing development" is not gigantic mini-hotels that have sprung up in Fort Morgan. It is one of beach front cottages and a family friendly environment. Also, I urge you to consider the public safety associated with hurricane evacuation and the affect that these mini-hotels. I urge you to not only consider the current issues and the negative effects of this overdevelopment, but please consider future generations and their ability to enjoy this unique asset we have in Fort Morgan and the unique beach cottage atmosphere which it represents.

Please support the residents and homeowners and the unique character of Fort Morgan and vote to adopt the zoning amendments as presented by the Fort Morgan Zoning Advisory Committee and unanimously recommended by the Baldwin County Planning and Zoning Commission.

Thank you for your consideration.

Paul Stanton

The Code of Alabama 1975 **Section 45-2-261.64**

Enforcement and administration of subpart.

The Baldwin County Commission shall enforce this subpart in the same manner as provided in Section 16 of Act 91-719, and, in performing its functions related to planning and zoning, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.

(Act 2015-411, §5.)

FORT MORGAN NEWS

November 2017~Issue 129



PRESIDENT'S MESSAGE

Hi, Folks,

We had a good turnout for the fish fry and collected a good contribution to the benevolent fund. All systems are go for the Fort Morgan Pier!! Hope for a good turnout for the November 13 meeting.

Paul

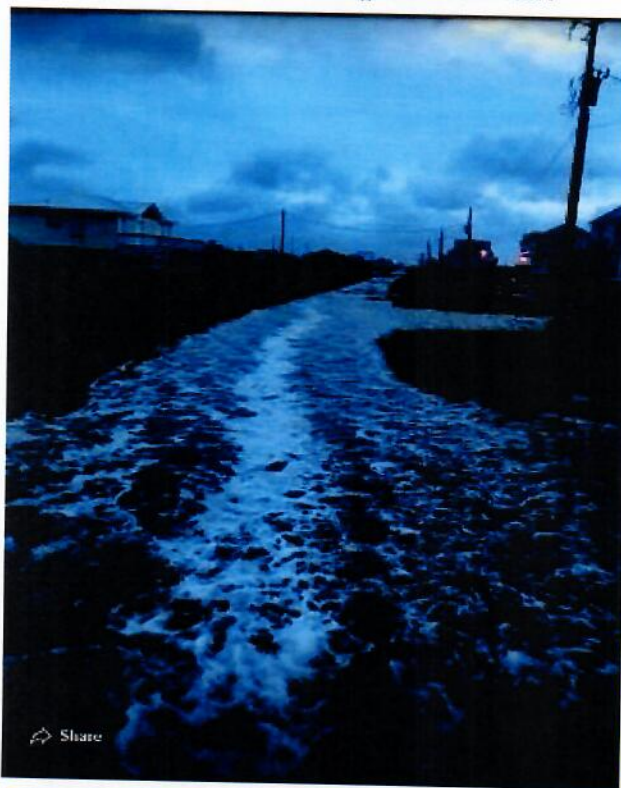
Paul Barefield



MEMBER NOTICES

Fort Morgan Volunteer Fire DepartmentChief Glenn Stevens

Ponce de Leon Ct. during Hurricane Nate



Your Fire Department had several firefighters stay at Station 1 during Hurricane Nate, just to be on standby if anyone needed assistance. Fortunately, we only took a mild hit from Nate and our firefighters enjoyed all the food that was provided by the community. Following the storm, warnings were issued about the high risk of dangerous rip currents and all the condominium complexes were flying red flags, which warn swimmers not to enter the water. Despite all the alerts and warnings, a 12-year-old boy, supervised by his mother, decided to ignore all the warnings and go into the Gulf. The boy got caught in a rip current. Four adults attempted a rescue. The boy made it to shore, two adults survived, and two men drowned. Unfortunately, similar situations occur far too often.

During September, your Fire Department responded to 21 emergency calls:

- ~ 11 medical
- ~ 6 false alarms
- ~ 2 motor vehicle accidents
- ~ 1 bicycle accident
- ~ 1 swimmer in distress

One of our fire officers has expressed some public safety concerns that the Fire Department has no authority to control. The following are some of these concerns:

Hazardous Conditions at Duplex Houses

1. Extremely large duplexes with 3 stories above pilings:

[Editor's Note: one has 22 bedrooms!]

- a. The interior stairs from floor to floor are extremely steep and narrow, making it difficult to move patients through the house and down to an ambulance. These narrow, steep stairs would

be dangerous in the event of a fire – for both the occupants and the firefighters.

b. The houses are so tall that our ladders do not reach beyond the second floor.

c. Response to these buildings can be impeded by the number of vehicles that park at the structures.

Driveways Dangerously Impeded

2. Some driveways do not allow fire apparatus access to the structure:

a. Some driveways, especially on the bay side, are so heavily vegetated that fire vehicles are blocked from entering the property. Some driveways have overhanging tree limbs, while other driveways are so narrow that our fire trucks cannot maneuver.

b. Some of the extremely long driveways on the Gulf side do not have enough rock to support a fire truck.

Illegal Golf Carts on Highway 180

3. Golf carts driving down Hwy. 180:
 - a. Illegal.
 - b. Extremely dangerous.
 - c. Underage drivers in some cases.
 - d. Ingredients for a tragic accident.

Dangerous Swimming Conditions

4. People that ignore warnings and alerts of dangerous swimming conditions in the Gulf.
 - a. Weather agencies release daily advisories of surf conditions.
 - b. When severe rip current advisories are issued.
 - i. Fire Dept. posts warnings on the highway sign at Station 1.
 - ii. Firefighters patrol the beach on ATVs and advise swimmers to stay out of the water.
 - c. Condominium complexes fly red flags advising swimmers to stay out of the water.
 - d. Even with all the warnings and advisories, people still go into the water, and innocent people attempting to rescue them end up drowning.

The purpose of these comments is to make the community aware of issues that affect you and your family.

Just a reminder to those who might have an interest in joining the Fire Department: our meetings are on the 1st and 3rd Mondays each month at 6:30 p.m. at Station 1.

Auxiliary Fish Fry a Resounding Success!

Thanks to everyone who attended our Fish Fry and thanks to all who donated baked goods. We set a record for proceeds on baked goods—double the previous amount—\$800!! Overall we served nearly 300 dinners. From calls for help to donate baked goods in both the Fire Department website and from this Fort Morgan NEWS, there was such a huge response that we had to set up an extra table just for baked goods. Thanks, everyone. As you know, proceeds go to firefighters in need.

Fort Morgan Planning & Zoning Advisory Committee.....Chan West, Chair Semi-Annual Meeting Minutes

A semi-annual meeting of the Fort Morgan Planning and Zoning Advisory Committee was held at 9:00 am, October 18, 2017, at the Fellowship Hall of Shell Bank Baptist Church. Members present were Thelma Strong, Bonnie Lowry, Ernie Church, Chan West, and Commissioner Charles Gruber. Absent were Randy Ulrich and Carol Kittrell (secretary). Also present were Vince Jackson, D. J. Hart, and Linda Lee of the Baldwin County Planning and Zoning Department; David Conner, County Attorney; and Greg and Jamie Strategier, residents of District 25.

Local members had prepared a letter for the County Commission requesting that they reconsider their decision not to include an exemption for District 25, from a new zoning category TA-17001 High Density Residential (HDR) which permits an increased density of 12 units/acre from 6 units/acre. Discussion focused on the timing of the proposed exemption. Both David Conner and Vince Jackson indicated that now was not the time to submit this proposal. They suggested that since no applications had been received from District 25 for the new zoning, we wait and see what the potential impact may be when such an application is submitted to the county. Commissioner Gruber advised the current commission shares our concerns; but would prefer to defer any zoning ordinance exemption at this time. The committee agreed and decided to revisit the issue after the first of the year.

The Strategiers raised their opposition to the recently constructed highly elevated dune walk-overs on Ponce de Leon. The county contingent agreed to go have a look at the structures following the meeting.

New Variance Request ~ Meeting

Our advisory committee has received a variance request, V-170040, for a reduction of the wetlands setback for a home to be built at 8837 Bluefish Dr., Cabana Beach. We will meet at the church at 9:00am on Wednesday, November 8, to consider this request. [See the details on our website www.fortmorgancivic.org under Planning & Zoning tab.]

Fort Morgan Pier Update

Commissioner Gruber reported that a design for the Fort Morgan Pier is being finalized. The old pier will be enclosed with sheet piling and covered with fill, thereby avoiding its removal. As soon as the design is finalized, it is expected that bids will be advertised.

Please document, with photos, any problems you see with overflow parking along the streets in District 25 due to high-density "duplexes." Send to Chan West: chan@goefish.com

The Fort Morgan Planning and Zoning Advisory Committee will post on our website [www.fortmorgancivic.org] re-zoning and variance request notices received from the county commission. Please refer other non-FMCA property owners who wish to stay up to date to our website.

Notices of rezoning requests are posted on the property involved and mailed to adjacent landowners by the County. FMCA also will send a special email to all members on our email list of the time and place of our Fort Morgan committee meeting and will post signs on Fort Morgan road near both fire stations. Our email notice to members is to let non-adjacent property owners who may be affected by the request express their concerns to our local committee before it submits a recommendation to the county. Any FMCA member who receives the Fort Morgan NEWS by U.S. Postal Service and wishes to receive these rezoning request notices will have to furnish us with an email address, to be sent to Chan West at: chan@goefish.com. We encourage property owners with vested interests to bring their concerns and comments to these meetings. In most cases these notices are received about 10 days before the county Planning and Zoning Commission or Board of Adjustments meeting.

Turtle Tracks 2017 ~~~~~ Total Fort Morgan = 84 Nests!!

At least 4,991 babies were assisted to the Gulf water this season!!! With no UTV, our non-Refuge beach was walked this year for the first time. All this was accomplished with about 25 active volunteers.

This year there was a rare, healthy leucistic hatchling, resembling an albino but with normal eyes. Only one albino hatchling was reported on Fort Morgan in the last few years. Several years ago a two-headed hatchling did not survive but appeared to be in the latter stages of development.

Nine nests were completely washed away by the two storms we experienced. Only three had been relocated, so the loss of six nests could be attributed to natural disasters and to being laid too close to the water.

Congratulations to Debbie Harbin and her team of valiant turtle soldiers! Many people did not believe the 9 miles of non-Refuge beach on Fort Morgan peninsula could be covered on foot, but it was done—and superbly!!! [Note: The Refuge still has a UTV to cover their 5 miles of beach. In the past, they provided shared coverage by UTV of all 14 miles of beachfront turtle patrol.]

Bon Secour National Wildlife Refuge.....Chan West



Haley's Mosaic

This week the Bon Secour National Wildlife Refuge is saying "Good Bye" to Haley Lesmerises. She has spent the past six months with the sea turtle program as an intern from Americorps and the Student Conservation Association, which promote conservation and environmental education. Home is Milford, New Hampshire, and she is a graduate of the University of New Hampshire in Wildlife Management and Conservation Biology.

Many hours were spent riding the refuge beaches, where she came to know Connie Smith, a resident of Laguna Key who walks our beaches with his pockets stuffed with plastic bags from the WalMart recycle bin, picking up marine debris and trash left by visitors. He leaves the filled bags beside the track of the UTVs where Haley and others pick them up.

Haley has created a mosaic, now on display in the refuge Visitor Center. This piece of artwork was made almost entirely from plastic bottles, aluminum cans, netting, wood, canvas, Styrofoam, fishing

debris, plastics and other trash and debris collected from the beaches of the Bon Secour National Wildlife Refuge. She has also posted documentation of the scope of the marine debris problem and some simple steps we all can take to reduce the debris entering our waters:

- ~ Use reusable water bottles and shopping bags instead of disposable ones
- ~ Take along a reusable mug for coffee to avoid Styrofoam or plastic cups
- ~ Don't litter; make sure your garbage is disposed of responsibly
- ~ Get involved in your local beach clean- up
- ~ Avoid using disposable plastics
- ~ Reduce, Reuse, Recycle!

Haley will be returning to New Hampshire as a Conservation Steward intern at Bean Brook State Park. Thank you, Haley, for your service here. Do stop by the refuge office to view the mosaic and the display.

Community History ~ Indian Canal ~ Fall ExcavationHarry King

In mid-October Dr. Greg Waselkov and Dr. Bonnie Gums of the University of South Alabama Archaeology Department, Harry King and 15 adventurous volunteers began an excavation of the Indian Canal off Fort Morgan Road. At the site earlier this year, material for carbon-14 dating had been obtained and subsequently verified by a professional lab in Florida—approximately 566 A.D.—or 1450 B.P. [1,450 years ago]. This native socio-economic population was thriving in the Fort Morgan and Bon Secour, Alabama area 1400 to 1500 years ago. Although no artifacts were found at the initial dig site, pottery and other artifacts were found at a mound on the south side of Fort Morgan Road.

We will reconvene at 9:00 am, Sunday, December 3rd at the last dig site.

We are fortunate to have such veteran archaeologists volunteering their time and expertise documenting the oldest Trade Canal in North America! Thank you all for your interest and contributions.

Note from Dr. Waselkov: We've looked over the pottery from last Saturday and it is all Middle Woodland, right in the middle of that period, so probably dating around AD 300 to 400. There was modern glass found in the layer we're currently in, so I am hoping that disappears once we get into the shell midden layer.

[NOTE: Anyone interested in volunteering for this project should contact Harry King: harryking1525@gmail.com]

Fort Morgan Community History

Did You Know?Bonnie Lowry

EARLY LOTS & DEEDS FROM SPAIN

The story of Fort Morgan is fascinating from the time of the Spanish expedition under the command of Admiral Alvarez de Pineda, who, according to history, sailed into Mobile Bay in 1519, twenty-six years after the visit of Columbus to America and one hundred years before the Pilgrims landed.

One of the first tracts of land on the west end of Fort Morgan (Sec. 1, TS 9, Range 1) was 1276 acres granted to Francisco Swarez from Spain. This is recorded in Deed Book A, pp. 292-294 on November 10, 1818.

One of the more interesting tracts of the early 1800's is that of APK Jones (don't know what the initials stand for) but this was an even larger tract (now known as Navy Cove and Pilot Town) than the Swarez tract – going north from the Gulf of Mexico to the Bay of Mobile.

By 1820 the Swarez tract had been deeded to Joshua Kennedy – Apr. 27, 1820, as recorded in Deed Book A, pp. 352-353. The APK Jones will is in Deed Book C and dated Jun. 29, 1928. No mention of the large tract – I presume much, if not all, had been deeded to others, perhaps his family.

Another interesting tidbit: In March of 1910 the trustees of the Alabama Insane Hospital certified to the governor of Alabama that they had examined the claim of James D. Hand, the lands known as "Swamp and overflow Lands" in Sections 22, 23, & 24 – speaking of a subdivision in Township 9. (This would be to the east and encompassed 2495 acres near the Bon Secour National Wildlife Refuge office. Note: J D Hand was the president of Navy Cove Harbor and Railroad Company (1912). Book ISNS, bag 624.

Way back in the 1900's almost all transactions were "quit title actions." The families owned large tracts of land in Fort Morgan, and according to the books they were both on-shore and off-shore (for example, the gas royalties, thanks to Senator Boykin's reservation of the oil and gas ownership which titles were transferred to the State of Alabama).

Fort Morgan Crime Report ~ October 2017.....Sgt. Nathan Lusk, BCSO

We had only one burglary, which was off Ponce De Leon and was during the night at an occupied house. Purse or wallet was stolen from downstairs while the victim was sleeping upstairs. No forced entry to get inside. This was a very rare occurrence. I don't remember anything similar in the last couple of years.

[Lock your doors at night and remind your visitors, tenants and neighbors to do the same!]

Thefts from unlocked vehicles and homes are preventable crimes. Remove valuables from your vehicles and lock your doors. Security cameras and exterior lights are encouraged. If you have video cameras and are near a reported crime, please check them and call the Sheriff's Office. As always, report suspicious activity.

We request that a family member notify us of any FMCA member's death and the website where an obituary and funeral arrangements can be found. With over 400 member families, we have no certain way of knowing of a member's death.

Baldwin County Commission Contacts

Commissioners:

Charles "Skip" Gruber
cgruber@baldwincountyal.gov
251-943-5061

Tucker Dorsey
tdorsey@baldwincountyal.gov
251-972-8502

Chris Elliott
ctelliott@baldwincountyal.gov
251-990-4606

Frank Burt, Jr.
fburt@baldwincountyal.gov
251-937-0395

To speak at a regular commission meeting, you must have signed up before the meeting. Check the dates, times and locations for all meetings at <http://www.baldwincountyal.gov>

FMCA Executive Board Contacts

If you have questions, need information or would like to volunteer, please contact one of the following board members.

Officers

President	Paul Barefield	540-7727	csbarefield@gmail.com
Vice President	Ernie Church	334-220-0851	ecaces4@gmail.com
Treasurer	Chan West	979-4932	chan@goefish.com
Secretary	Carol Kittrell	251-605-4134	ckittrell@southalabama.edu
Standing Committee Chairs			
District 25 Planning & Zoning	Chan West	979-4932	chan@goefish.com
Incorporation	Paul Barefield	540-7727	csbarefield@gmail.com
Membership	Bonnie Lowry	540-9327	
NEWS & Website Editor	Sonja Sanders	233-6208	
	39sunnisands@gmail.com		
Sunshine	Vickie Matranga	543-1555	vpowers110@gmail.com

FMCA 2017 MEETINGS

FMCA Monthly Member Meetings ~ 2nd Monday, 6:30pm, Shell Banks Church:
November 13 ~ December 11

Fort Morgan Civic Association
P. O. Box 5313 ~ Gulf Shores, AL 36547
www.fortmorgancivic.org

Wayne Dyess
County Administrator
Baldwin County Administration Building
County Commission Office
322 Courthouse Square
Bay Minette, Alabama 36507

July 9, 2019

The Ft Morgan Volunteer Fire Department strongly encourages the Planning and Zoning Department to establish in District 25 a 2 story limit on residential construction vice the suggested 2 1/2 story proposal discussed at our recent joint planning and zoning meeting.

Despite the proposed caveat to limit habitability in the additional 1/2 story, our experience is that people who rent out their homes will go to virtually any length to maximize bedroom count and sleeping numbers. We have seen cots on top of cots in hallways, bunk beds in rooms the size of a closet and narrow stairs leading to attics filled with similar bedding. There are homes here where reasonable emergency access to attic areas and third stories is virtually impossible. A spiral staircase to an upstairs area causes unnecessary limitations on emergency responders who are there to potentially save lives.

Standard 2 story construction is more likely to adhere to traditional stairway width - not the more narrow stairways we encounter when third stories are used as sleeping areas, or when attics are used for habitation.

A 2 story limit may not solve all the problems but will at least make firefighting and medical rescues less problematic. We have a ladder capability to second stories but not to greater heights. And parking along narrow roadways limits the ability of first responders to reasonably access homes that need our help. Your stacking initiative will help alleviate some of the parking situations we encounter - we agree that needs to be implemented here in District 25.

Other concerns we have in the fire department:

Is there a fire code review/enforcement as part of the building permit process?

Can a reasonable occupancy limit be established for residential rental properties?

As homeowners maximize habitability there is a coincidental negative influence on infrastructure (from sewer to water to garbage collection) as well as on evacuation during hurricanes. Road congestion becomes nightmarish. Even

Gulf Shores Mayor Craft has stated his concerns about Ft Morgan traffic merging onto highway 59. Nightmares can soon become reality if growth and density are not better controlled. A 2 story limit would help considerably.

Signage is becoming a safety issue. People are putting up signs within the highway centerline right of way and line of sight in areas is severely limited. We know this is a contributing factor to motor vehicle accidents.

Ancillary issues we would like addressed but not necessarily in your purview have to do with driveway construction. Since owners have to abide by US Fish and Wildlife footprint limitations, we notice driveways narrower than many of our fire apparatus' can traverse. As a result, we would have to lay a line from highway 180 all the way up the driveway to fight the fire directly, or lay line to feed hydrant water to a smaller truck with smaller hoses to battle a blaze. Certainly not an ideal scenario.

Evacuation from FHA and CHHA locales is critical during weather events. The additional people (and vehicles) who would be here if a habitable 1/2 story were permitted only exacerbates challenges we are facing to achieve an orderly evacuation.

The bottom line is: a 2 story residential limitation reasonably ameliorates both controlled growth and reduced density.

Ernie Church
President, Board of Directors
Ft Morgan Volunteer Fire Department



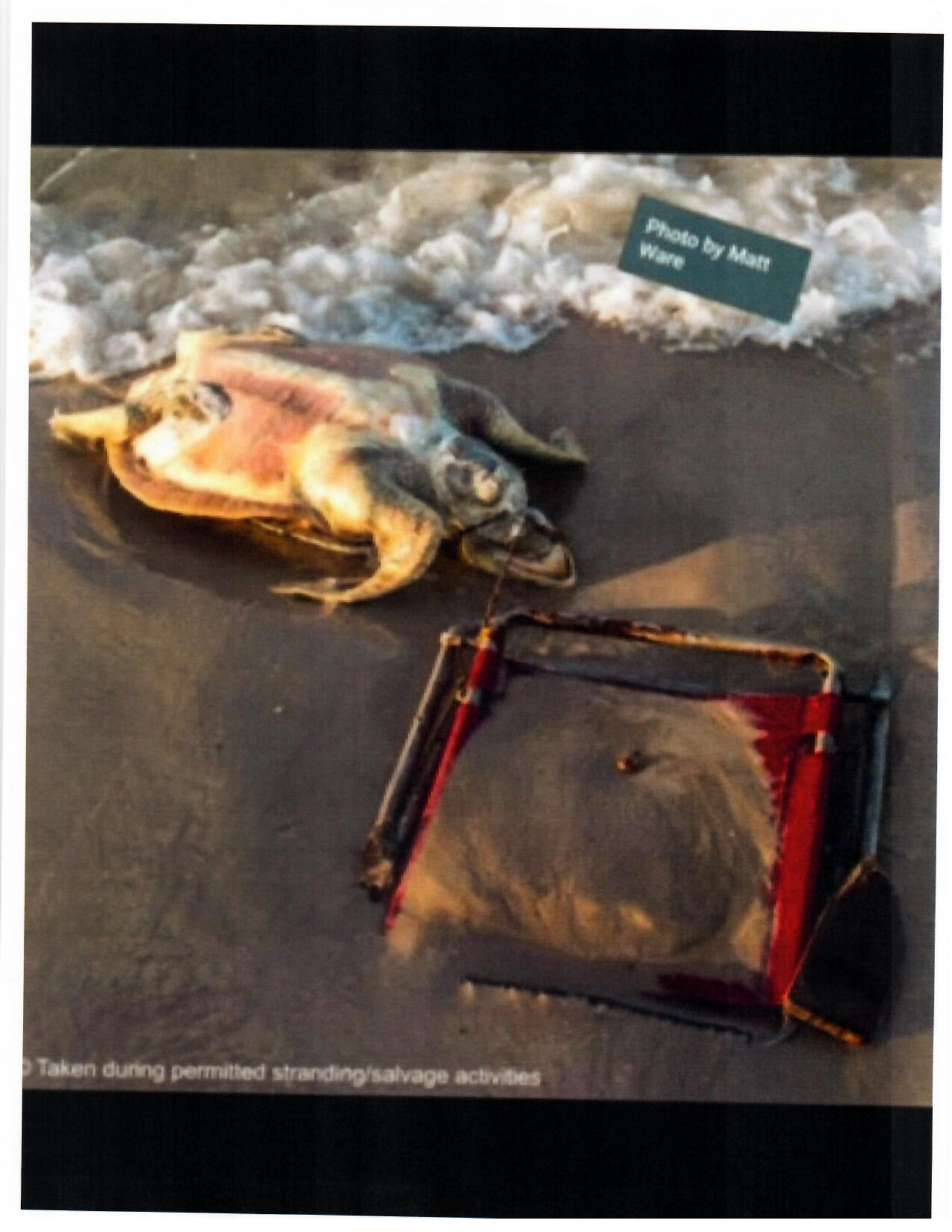
A photograph showing a dead turtle lying on a dark, sandy beach. The turtle's carapace is visible, showing a mix of brown, orange, and yellow colors. To the right of the turtle is a red and black bag, possibly a cooler or a bag of equipment. In the background, there are white, foamy waves crashing onto the shore. A small, dark green rectangular tag is placed on the sand near the waves.

Photo by Matt
Ware

© Taken during permitted stranding/salvage activities



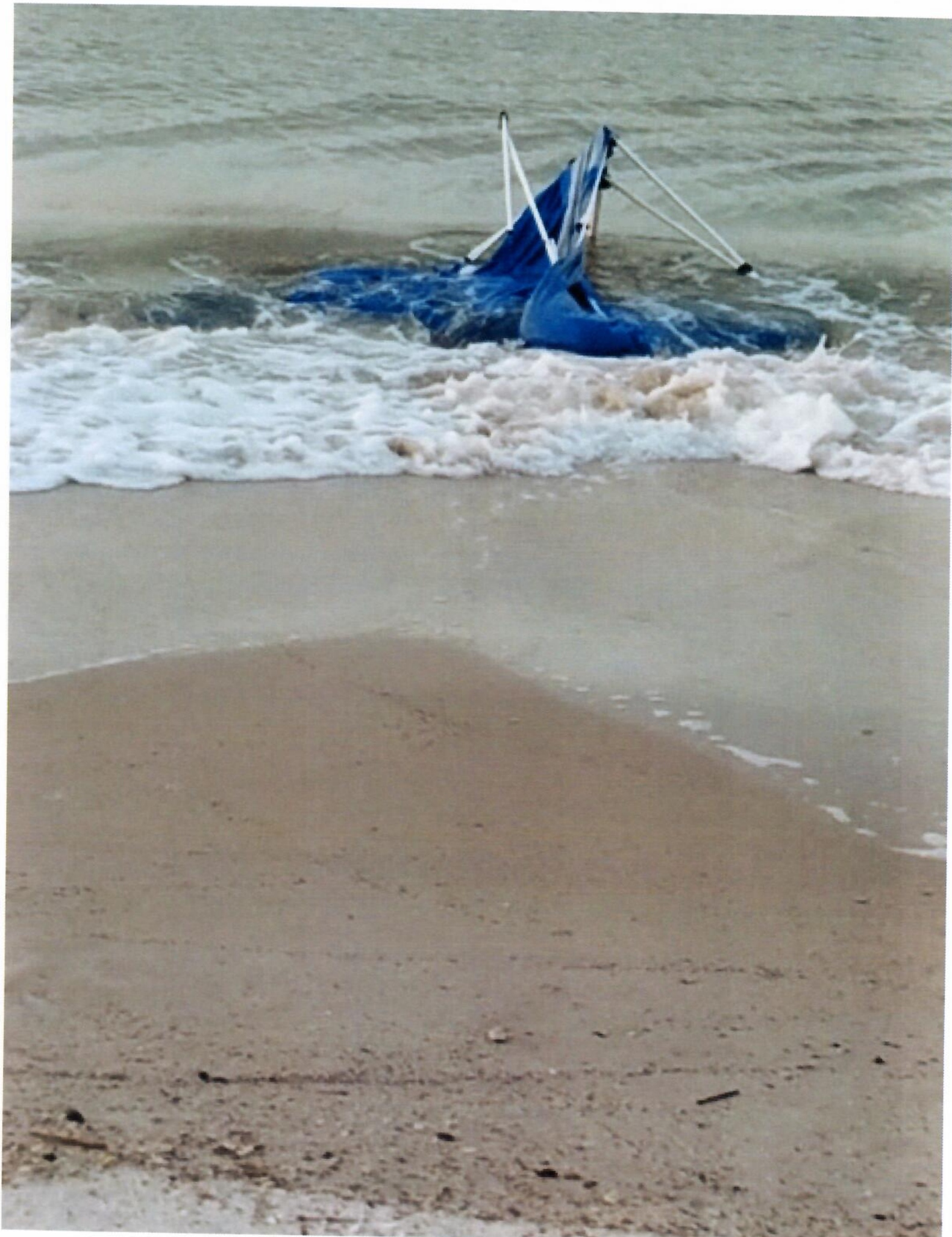
A7 June 12




A photograph of a beach scene. In the foreground, a blue lounge chair with a black metal frame is partially visible on the left. The sand is light-colored and shows some footprints. In the background, the ocean waves are breaking, creating white foam. The overall tone is bright and sunny.

A7 June 12







Not acceptable

please remove
at night!!

A photograph of a collapsed tent on a sandy beach. The tent is a light blue or silver color and is lying flat on the sand. Its black frame is visible. To the left of the tent, there is a black folding chair and a green plastic container with a colorful object inside. To the right of the tent, there is a blue bag. In the background, the ocean waves are breaking on the shore. A dark green rectangular box is overlaid at the bottom of the image.

totally

A black beach umbrella is lying on its side in the shallow surf of a beach. The umbrella is partially submerged, with its frame and fabric visible. The water is a light brownish-yellow color, and the sand in the foreground is wet and dark. The background shows the ocean with gentle waves.

really??







STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-001

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. TA-19001, Amendments to Article 2 of the *Baldwin County Zoning Ordinance, Local Provisions for Planning District 25 (Section 2.3.25.3)***, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, the need has arisen to amend certain provisions of Article 2 of the *Baldwin County Zoning Ordinance, Local Provisions for Planning District 25*, as these provisions pertain to the removal of HDR, High Density Residential District, establishment of a two (2) habitable story height limit for single family and two family dwellings, establishment of dune walkover requirements and standards, and establishment of Planning and Zoning considerations for Coastal High Hazzard Areas and Flood Hazzard Areas (Section 2.3.25.3); and,

WHEREAS, regulatory language which would amend Article 2, Section 2.3.25.3, in the *Baldwin County Zoning Ordinance*, has been prepared; and,

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend approval of the amendment; and,

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and,

WHEREAS, the requirements of Section 45-2-261 through Section 45-2-261.18, Code of Alabama (1975), regarding procedures to amend the Zoning Ordinance have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the text amendments to Article 2, Section 2.3.25.3, of the *Baldwin County Zoning Ordinance*, as found in Attachment "A" and Attachment "B", are hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **October 2019**.

Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

Attachment “A”

2.3.25 *Planning District 25.* **(DRAFT)**

2.3.25.1 Effective Date

On June 19, 1992, a majority of qualified electors in Planning District 25 voted to institute County Zoning. On November 16, 1993, the County Commission adopted the Planning District 25 Zoning Map and Ordinances.

2.3.25.2 District Boundaries

A legal description of the boundaries for Planning District 25 may be found under Appendix A.

2.3.25.3 Local Provisions for Planning District 25

(a) Multiple family buildings in the “RMF-6, Multiple Family” district may be erected to a maximum height of seven (7) habitable stories. The required side yards shall be increased by 4-feet for each additional story over two (2) habitable stories. The maximum impervious surface ratio shall not exceed .50.

(b) No PRD development is allowed to exceed maximum height requirements by more than 10-feet or 1 story.

(c) Off-street Parking.

As a supplement to Section 15.2, Parking Schedule, the following off-street parking requirements shall be applicable to single family dwellings and two-family dwellings:

1. Up to Four (4) Bedrooms: Two (2) spaces per dwelling unit.
2. Up to Six (6) Bedrooms: Three (3) spaces per dwelling unit.
3. Seven (7) Bedrooms and more: Four (4) spaces per dwelling unit, plus one (1) additional space per dwelling unit for every bedroom over eight (8).

(d) HDR, High Density Residential District, shall not be available in Planning District 25.

(e) The maximum height of single family and two family structures shall be limited to two (2) habitable stories.

(f) Dune Walkovers.

1. As used in this section, the following definition shall apply:

Dune walkover. A raised walkway constructed for the purpose of protecting the beach and dune system between mean high tide and the construction control (CCL) line from damage that may result from anticipated pedestrian traffic to the beach, and which is no more than six (6) feet in width for multiple family/commercial/public structures, no more than four (4) feet in width for single family/two family structures, constructed without roof or walls, elevated at least one (1) foot above the dune, and extends seaward of the seaward vegetation line.

2. Land Use Certificate.

A. A land use certificate which meets the requirements of Section 18.2, as well as the standards found herein, shall be submitted to and approved by the Zoning Administrator, or his/her designee, prior to the issuance of a building permit.

B. A recent survey showing the location, size and alignment of all proposed structures and the ADEM CCL and property lines shall be submitted along with the required land use certificate application. Said survey shall be prepared and stamped by a Professional Land Surveyor registered in the State of Alabama.

3. A dune walkover shall be constructed to the following standards:

A. There shall be no more than one (1) dune walkover per parcel.

B. Dune walkovers shall begin at the existing ground level elevation of the principal landward structure.

C. The maximum width of the dune walkover structure shall be no more than four (4) feet for single family/two family structures and no more than six (6) feet for multiple family/commercial/public structures. Maximum widths shall be applicable to all sections of the dune walkover structure, including but not limited to steps, ramps, landings and decks.

D. The minimum elevation from the bottom of floor joists of the dune walkover shall be no less than one (1) foot and no more than three (3) feet above the maximum elevation of the dune system being traversed.

- E. No vertical or horizontal structures shall be allowed above thirty-eight (38) inches from the walking surface, i.e., roofs, walls, pergolas, etc.
 - F. Handrails, if any, shall be no higher than thirty-six (36) to thirty-eight (38) inches above the walking service for Single and Two Family Dwellings.
 - G. The dune walkover shall terminate ten (10) feet seaward of the vegetative line of the dune.
 - H. The location and length of the dune walkover is to be coordinated through and approved by the delegated authority of the Alabama Department of Environmental Management (ADEM) and the U.S. Fish and Wildlife Service.
 - I. No lighting shall be utilized on a dune walkover.
 - J. No dune walkover construction shall occur during the sea turtle nesting season from May 1 through November 1.
- (g) Planning and Zoning Considerations in the Coastal High Hazard Area and Flood Hazard Areas in Planning District 25 (Fort Morgan).
- 1. Purpose:
 - A. Fort Morgan contains areas of significant natural beauty, history and unique wildlife. With such assets comes unique vulnerabilities. These vulnerabilities include, but are not limited to, tropical storm damage, flooding, wetland habitat, protected or endangered species, Native American archeological sites and National Historic Landmarks. Further, Act 2015-411, which amends Act 91-719, requires "In performing its functions related to planning and zoning, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation."
 - B. The most imminent threat is to property and lives subject to tropical storm events. The Coastal High Hazard Area (CHHA) is an area particularly vulnerable to the effects of damage from tropical storm events. The CHHA contains the most vulnerable areas of Fort Morgan and thus protection and oversight is needed and justified to protect future populations and property.

2. Objectives of these considerations in the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA) are to:

- A. Limit the amount of infrastructure, both private and public in the Coastal High Hazard Area (CHHA)
- B. Limit the magnitude of public loss and mitigation of private loss and investment
- C. Increase the degree of protection to private property and lives of residents and visitors in storm events
- D. Reduce the risk and exposure of lives and property during storm events

3. Coastal High Hazard Area Defined:

The Coastal High Hazard Area (CHHA) of Baldwin County is: “the area below the elevation of the Category 1 Storm Surge Line as established by a Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model.” Baldwin County will use the CHHA Map, provided by National Oceanic and Atmospheric Administration (NOAA), as the delineation of the CHHA and will use the most current SLOSH model to maintain the map. Additionally, in the interest of public safety regarding ingress and egress from and through said hazard areas, any “enclaves” which are not located in either the flood zone or Category 1 storm surge areas, but are surrounded by such hazard areas, will be considered as part of the Coastal Hazard Area. The CHHA Map is attached herein as attachment “A”. Because the boundaries of the CHHA are subject to change, site design and building typology in the CHHA will be based on the CHHA line in effect at the time of development. In addition to the CHHA, areas subject to this consideration also are V-Zones¹ and Coastal Barrier Resources System² (CBRS) areas as indicated on the FEMA Flood Maps.

¹ According to FEMA and the National Flood Insurance Program, any building located in an A or V zone is considered to be in a Special Flood Hazard Area, and is lower than the Base Flood Elevation. V zones are the most hazardous of the Special Flood Hazard Areas. V zones generally include the first row of beachfront properties. The hazards in these areas are increased because of wave velocity - hence the V designation. Flood insurance is mandatory in V zone areas.

² The Coastal Barrier Resources Act (CBRA) of 1982 established the John H. Chafee Coastal Barrier Resources System (CBRS), a defined set of coastal barrier units located along the Atlantic, Gulf of Mexico, Great Lakes, Puerto Rico, and U.S. Virgin Island coasts. These areas are delineated on a set of maps that are enacted into law by Congress and maintained by the Department of the Interior through the U.S. Fish and Wildlife Service (Service). Most new Federal expenditures and financial assistance are prohibited within the CBRS. The prohibition that is most significant to homeowners and insurance agents is the denial of Federal flood insurance through the National Flood Insurance Program (NFIP) for new or substantially improved structures within the CBRS. CBRA does not prevent development, and it imposes no restrictions on development conducted with non-Federal funds. Congress

<http://noaa.maps.arcgis.com/apps/MapSeries/index.html?appid=d9ed7904dbec441a9c4dd7b277935fad&entry=1>

<https://alabamaflood.com/map>

4. Rezoning Considerations in the Coastal High Hazard Area of Fort Morgan:

Increases in density and intensity through rezoning or similar land use changes in the Coastal High Hazard Area (CHHA) in Fort Morgan are prohibited.

5. Rezoning Considerations in Flood Hazard Areas of Fort Morgan:

Increases in density and intensity through rezoning or similar land use changes in the Flood Hazard Areas (FHA) in Fort Morgan should be limited to low density single family uses.

<https://alabamaflood.com/map>

6. Development Exemptions and Clustering

Lots of record, as defined by the Baldwin County Subdivision Regulations, may be developed in accordance with subdivision regulations. When properties contain either CHHA or FHA areas, clustering of development through Planned developments, away from areas of highest hazard exposure is strongly encouraged. Lands outside the clustered development should be set aside through conservation easements or similar methods of preservation.

BALDWIN COUNTY COMMISSION

PLANNING AND ZONING DEPARTMENT

PLANNING DISTRICT 25

FLOOD HAZARD AREA & COASTAL HIGH HAZARD AREA

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1

Miles

The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

Legend

Coastal High Hazard Area

Flood_Hazard_Area_in_PD_25

Gulf Beach Overlay District

Planning Districts

Tax Parcel

City Limits

911 STREETS

County Maintained

ASPHALT

GRAVEL/DIRT

Locator Map

Mobile Bay

St. Andrews Bay

Gulf of Mexico

Gulf Shores

UNNAMED

NEPTUNE'S LOG

SOUTH BREAKERS LN

BOYKIN CT

BUCKINGHAM CT

BERNARD CT

STATE HWY 160

MUSCOGEE RD

PIZZARRO AV

BEACH BLVD

SAWGRASS DR

GULFVIEW DR

LAKE SHORE DR

PALMETTO DR

DRIFTWOOD DR

SEA SHELL DR

GULF WAY DR

OSPREY CIR

KIVA WAY

PLANTATION RD

GULF BEACH LN

BAYVIEW DR

EMING RD

2ND ST

SHELL BARKS LN

JACKSON LN

MACQUE LN

ISOM RD

MOBILE ST

KELLY LN

MOBILE ST W

CHEWNING LN

VETERANS RD

PIKE BEACH RD

COUNCIL LN

NELSON PL

STRONG RD

TOHANN RD

BAY BREEZE PKWY

GALLOP LN

CLEVE ROBERSON LN

NEWBERRY RD

JAGGON DR

DOLPHIN DR

WEST BEACH BLVD

Baldwin County Commissioners

Honorable Charles F. "Skip" Gruber, Honorable Billie Jo Underwood, Honorable James E. "Jeb" Ball, and Honorable Joe Davis, III

RE: Case # TA-19001, Text Amendments, Article 2, Section 2.3.25, District 25 "Fort Morgan"

October 7, 2019

Dear Honorable Commissioners,

We are Fort Morgan residents, Jamie & Greg Strategier who live at 3510 Ponce de Leon Court, Fort Morgan, AL 36542. We are respectfully recommending your full support of proposed District 25 Amendments (case #TA-19001) to Baldwin County Zoning Ordinances. Years of significant research, long hours, respectable amount of effort, and diligent work by Baldwin County staff and directors have gone into the preparation of the proposed Amendments. Baldwin County Planning and Zoning department and the director, Vince Jackson along with Baldwin County Administrator, Wayne Dyess have put in substantial energy over the years working with Fort Morgan citizens, homeowners, businesses, community leaders, Fort Morgan Planning & Zoning Advisory Committee, Fort Morgan Civic Association, and Fort Morgan Volunteer Fire Department to develop the proposed Amendments for District 25 (case #TA-19001). These Fort Morgan Community Leadership assemblages listed above fully support and Recommend APPROVAL of the proposed Amendments for District 25 (case #TA-19001). Baldwin County Planning & Zoning department Recommends APPROVAL of the proposed Amendments for District 25. On September 5, 2019, Baldwin County Planning & Zoning Commission UNANIMOUSLY VOTED to Recommend APPROVAL of the proposed Amendments (case #TA-19001).

It is clear, the proposed Amendments to Article 2, Section 2.3.25.3 of the Baldwin County Zoning Ordinance, District 25 (case #TA-19001) are necessary to keep Fort Morgan Safe with Planned Development and are fully recommended by ALL. The Amendments include removal of HDR, High Density Residential District, establishment of a two (2) habitable story maximum height for single family and two-family dwellings in Residential Zoning, establishment of dune walkover requirements and standards, and establishment of Planning & Zoning considerations for Coastal High Hazard Areas and Flood Hazard Areas (Section 2.3.25.3).

We Fully Support and **Recommend APPROVAL** of the Amendments to Residential Zoning Ordinance in District 25 (case #TA-19001) which are necessary for the following reasons:

- **SAFETY RISKS-** Fort Morgan Volunteer Fire Department strongly encourages establishment of two (2) habitable story height limit on residential construction for numerous safety issues. FMVFD recommends a two (2) story residential limitation which reasonably ameliorates both controlled growth and reduced density.
- **SAFETY RISKS - Reasonable emergency access to attic** areas made into extra bedrooms and additional sleeping quarters after certificate of occupancy has made access to third (3rd) stories virtually impossible.

- **SAFETY RISKS** - Hallways blocked with cots and bunk beds making every effort to maximize bedroom count and sleeping numbers; and bunkbeds in rooms the size of closets make it nearly impossible for emergency first responders to assist those in danger.
- **SAFETY RISKS**- Narrow stairways and spiral staircases to an upstairs area causes unnecessary limitations on emergency responders who are there to potentially save lives. roadways
- **SAFETY RISKS**- FMVFD has a ladder capability to second stories but not greater heights.
- **SAFETY RISK**- Parking along narrow roadways limits the ability of first responders to reasonably access homes the need emergency assistance.
- **SAFETY RISKS**- Evacuation during hurricanes becomes nightmarish; road congestion becomes nightmarish during emergency evacuation with only one access road in and out of Fort Morgan.
- **SAFETY RISK**- Parking along narrow roadways not only prevents emergency access to those homes with 2 ½ to 3 stories, but the parking nightmares on these streets also prevents any emergency access to neighboring homes. There is insufficient parking for 44 people. Neighbors attempting to drive on the roadways have been dealing with parking as an OBSTACLE for private vehicles, emergency vehicles and public vehicles alike.
- **SAFETY RISKS** – Parking created by 2 ½ - 3 Story buildings along narrow roadways also prevents neighbors from exiting their own homes for any reason including emergencies. There is Insufficient parking for 44 people under one roof let alone neighboring homes. Roadways are already impassible! What if there were two of these houses next to each other that house 44 people? Where would 88 people park on these roadways? There is another of these “commercial” duplexes planned to be built along side of one of these homes now by the same developer next door. How can this be allowed when a parking nightmare already exists? (See 3450 Ponce de Leon Court – “Breezy Shores, LLC” – Stop Work Order currently issued for construction work beginning without permit.)
- **UNSAFE & UNSANITARY** – Parking Simply does not exist for the Public ACCESS TO Public Beaches! Where does the public park? They park blocking private residential driveways or they park on and get stuck in the sand! We have personally assisted numerous visitors in trying to get their stuck parked car from the soft sandy beach. However, it happens more often that if we are not there to warn them they end up spinning their tires in soft sand until they bust open the Sewage Lines spewing raw sewage along the residential streets, private driveways, private homes, and raw sewage leaks onto our sandy beaches!
- **UNSAFE & UNSANITARY** – Raw Sewage Backing Up! These 2 ½ to 3 Story buildings produce more raw sewage than the sewage lines can handle; therefore, backing up sewage lines for not only these oversized commercial buildings, but everyone in the surrounding area.
- **UNSAFE** – Phone lines not accessible! In District 25, there is limited cellular service providing all of Fort Morgan. When these 2 ½ - 3 Story homes are filled with 44 plus people all using cell phones and wifi, then the neighboring citizens have little to no cellular service and no telephone access. In 2019 and the future, cellular service is in most homes the only telephone service that is permitted, but with an over-populated area this is not always accessible. In times of emergency, there could be no way to contact 911, a doctor, or emergency services. Cellular service has become a necessary public utility, but not dependable in Fort Morgan.
- **UNSAFE** – Evacuation is a dangerous nightmare. Andy Bauer and Mayor Craft, City of Gulf Shores, opening oppose any up-zoning in Fort Morgan due to traffic on Hwy. 180 and potential for bottleneck at Hwy. 180 & Hwy. 59 during evacuation. This would cause traffic accidents to

residents of Baldwin County while also preventing All Citizens of Baldwin County from safely evacuating during an emergency or Hurricane. Nightmares soon become reality if growth and density are not better controlled. A 2-story limit would help considerably.

- **UNSAFE & UNSANITARY – Garbage pick up trucks are prevented from accessing roadways** where these 2 ½ - 3 Story buildings have created parking nightmares. The streets become obstacles for public vehicles and Garbage pick-up is prevented. Where does all this garbage end up? It is usually blown by the strong winds off the Gulf of Mexico into neighboring private properties, into public streets, or onto our sandy public and private beaches. Garbage pick up day has been changed to Saturday mornings in Fort Morgan so that renters who depart on Saturdays may clean out their rentals, but there is no one making sure that garbage pick-up is complete after they leave.
- **ENVIROMENTALLY UNSAFE – Endangered Sea Turtles Attempting to nest must Turn Around without Nesting** on Fort Morgan's shores. Share the Beach Volunteer reported to have a very bad 2019 season predominately due in part by increased debris on our beaches left behind by renters in these oversized 2 ½ to 3 Story Commercially sized buildings renting to over 44 people in 50 linear feet of beach shoreline. Endangered Mama Sea Turtles have been directly affected by over-crowding from these 2 ½ to 3 story commercially sized buildings. Mama Sea Turtles nesting must maneuver around these obstacles left behind on our beaches and end up returning the Gulf of Mexico without nesting. This puts their 100 endangered sea turtle eggs at risk.
- **ENVIROMENTALLY UNSAFE – Volunteers for Share the Beach are prohibited** from carrying their nesting equipment along the beaches due to oversized dune walkovers and beach equipment left on the beaches blocking them from doing their volunteer jobs to assist our Endangered Sea Turtles nesting along Fort Morgan beaches.
- **UNSAFE – Oversized Dune Walkovers prevent emergency vehicles from accessing beach rescues.** Newly built oversized dune walkovers that are reaching wet sand in many places prevent emergency vehicles from rescuing anyone along the beach including those who are in **danger of drowning!** New Dune Walkover Amendments will help to correct this problem and prevent future structures from blocking beach access to emergency vehicles in the future.
- **ENVIROMENTALLY UNSAFE – Bright White Lights are not allowed by USFWS ITP.** Specifically bright lights on oversized 2 ½ - 3 story commercially sized buildings in Residential areas **prevent Endangered Sea Turtles from entering the shore** to nest because the massive bright lights confuse Nesting Sea Turtles. There should be a lighting ordinance for District 25 so that all Gulf Front homes are required to use Amber Lighting as recommended by US Fish & Wildlife Services in their ITP.
- **ENVIROMENTALLY UNSAFE – Bright White Lights are not allowed by USFWS ITP.** Bright Lights on the 2 ½ to 3 Story commercially sized buildings in Residential areas are a glowing beacon preventing Endangered Alabama Beach Mice from nesting on the sandy dunes. Bright lights shining on the beaches outside of the Beach Mice nests lighting up what should be a dark area making it unsafe for the Beach Mice to scamper for food in the dark without being detected easily by other wildlife. Instead, they now have a bright spotlight shining on them alerting other wildlife to exactly where the Endangered Beach Mice are and where their nests are located.
- **COMMERCIAL BUILDINGS in RESIDENTIAL ZONED NEIGHBORHOODS – Safe & Planned Growth in Residential Zoned Neighborhoods is necessary.** There simply is just not a place for a commercially built big business venture in Residentially Zoned areas of Baldwin County. A letter

in opposition to the proposed Amendments is authored by and signed by “Robert J. Isakson, Sr. **Lafayette Land Company Developing Commercial and Industrial Real Estate since 1982**”; he wrote “I understand that this [2 story height] does not have to do with fire suppression equipment, but rather with the theory that the volunteers in Ft. Morgan are older than other volunteer firefighters in the county and may have more difficulty removing victims from the second and one half floors of burning buildings.” We and majority of Fort Morgan Community truly value our Volunteer Fire Department and wide variety of services they provide to citizens and visitors alike. We could not image why anyone would show such disrespect towards our valued first responders. Why would a Louisiana based Developer of Commercial and Industrial Real Estate since 1982 have any interest building in Baldwin County’s Residentially Zoned area? He does not reside in any of the Commercially built properties; these are all built for maximum dollars to be made off Fort Morgan’s historical and environmental protected land without any respect to the safety of others or the wildlife that resides in Fort Morgan Community.

- Majority of opposing letters accuse FMCA and “others” of stopping growth or development in Fort Morgan and reducing Tax rolls. There is no interest or intent to stop development and growth or reducing taxes in Baldwin County, District 25. **We whole heartedly support SAFE and PLANNED GROWTH in Fort Morgan. We support and realize the benefits of taxes that also support our community and Baldwin County as a whole.** Eliminating the 2 ½ and 3rd floor certainly reduces an amount of potential rental income, but removing the 3rd floor does not stop development and growth nor does it change the current taxes collected by Baldwin County nor does it stop someone from developing their future home(s) in Fort Morgan. Property owners in Baldwin County can certainly make a very nice investment return on building a Safe Two (2) Story Rental Property; anyone can build a home that is safe for citizens and the environment. **We want to keep Fort Morgan safe and environmentally protected for future generations while it continues to grow and be developed. The proposed Amendments allow for Safe and Planned Growth in District 25 while providing tax dollars for Baldwin County & Alabama State.**

Fort Morgan needs to grow safely for its preservation, environment and future generations. We believe that Vince Jackson, Baldwin County Planning & Zoning Director, is working on an occupancy zoning ordinance which is greatly needed and would support parking, evacuation, fire safety, environment, USFWS regulations, and overall promoting our community while still providing planned growth, development. An occupancy zoning ordinance would greatly benefit Baldwin County as a whole.

For these reasons and the research that has been done by Baldwin County Planning and Zoning staff, we support & recommend the Amendments proposed to Residential Zoning Ordinance (case #TA-19001). **Thank you for your consideration of the proposed Amendments (case #TA-19001). We appreciate your continued service to our Community. We respectfully hope you will Vote to Approve TA-19001.**

Your Proud Residents of Fort Morgan,

Jamie & Greg Strategier

3510 Ponce de Leon Court, Fort Morgan, AL 36542

CC: Vince Jackson, Wayne Dyess, Joe Emerson, Ernie Church, Carol Kittrell, Paul Stanton

Vince Jackson

From: daniel prickett <dansellsthegulf@yahoo.com>
Sent: Monday, October 07, 2019 5:36 PM
To: Vince Jackson
Subject: <EXTERNAL> Oppose changes in zoning in district 25

Hi Vince. Just wanted to go on record to say myself and many others appose the proposed zoning changes in district 25.

Respectfully

Daniel Prickett
2512090074 cell
18002107914 office
<https://gcc02.safelinks.protection.outlook.com/?url=www.prickettproperties.com&data=02%7C01%7C%7C29ea1fb612de4735f49008d74b76bbf9%7Ca1dbbb3c47f8420e932cbb4942e61768%7C0%7C0%7C637060845648207381&sd=abfyw0WOMh7kOQocel2CW445BAQOBkNIOYnPoUtbFH8%3D&reserved=0>
Property manager
Realtor

Vince Jackson

From: Joseph Emerson <captjoesells@gmail.com>
Sent: Monday, October 07, 2019 1:39 PM
To: Billie Jo Underwood; Charles F. Gruber; Joe Davis; Jeb Ball
Cc: Vince Jackson; Wayne Dyess
Subject: <EXTERNAL> Fort Morgan Zoning Amendments (Case No. TA-19001 Amendments to the Baldwin County Zoning Ordinance, Article 2 Local Provisions for Planning District 25 (Section 2.3.25.3))

Dear Commissioners,

I am a resident of Fort Morgan at 11173 State Highway 180, Gulf Shores, AL 36542.

I am requesting you as elected commissioners to support Case No. TA-19001 Amendments to the *Baldwin County Zoning Ordinance*, Article 2 Local Provisions for Planning District 25 (Section 2.3.25.3) that you will be seeing tomorrow October 8th and voting on October 15th. Please take the following points into consideration when making your decision to support these Text Amendments specifically the 2 story limitation on new construction.

- The current and future impacts that existing and potential future 2.5 and 3 story, multi family residential construction puts on the existing and limited local infrastructure specifically in the subdivisions including but not limited to Laine Court, Pamela Court, Ponce De Leon, Ponce De Leon Annex and other areas.
- The safety concerns voiced in the letter sent to the Baldwin County Commission by the brave First Responders of the Fort Morgan Fire Rescue. I understand that the issue of the age of the FMFR volunteers has been brought up and how the age of the volunteers may effect the performance of the FMFR. Please keep in mind that the FMFR carries the highest ISO rating that a volunteer Department in the State can have.

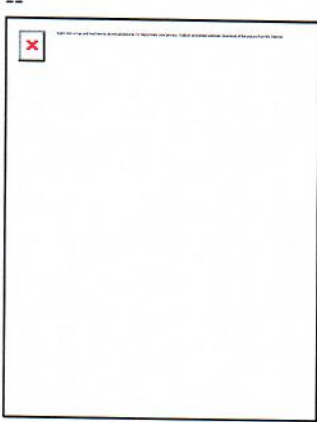
Also, these proposed text amendments fit squarely within the charge provided by the Local Act of the Alabama Legislature. Section 45-2-261.64 of the Act, states that the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.

It is clear that the "historical nature of existing development" is not these mini-hotels that have sprung up in Fort Morgan. It is one of beach front cottages and low density.

These Text Amendments were presented by Baldwin County Planning & Zoning Department with the full support of the Fort Morgan Planning & Zoning Advisory Committee; and Unanimously recommended by the Baldwin County Planning & Zoning Commission. I hope you will take their advise into into consideration.

Thank you,

Joe Emerson



Capt Joe Emerson

Exit Realty Gulf Shores
251.550.9021

"Navigating you through the sea of Real Estate"

Vince Jackson

From: BWC <bwc@charter.net>
Sent: Monday, October 07, 2019 10:33 AM
To: Vince Jackson
Cc: ecaces4@bellsouth.net
Subject: <EXTERNAL> Fort Morgan District 25

Mr. Jackson,

Prior to the upcoming vote, I would like to voice my strong support for the proposed changes to the Baldwin County Zoning Ordinances, regarding the Fort Morgan peninsula. My family has owned property there since before Hurricane Frederic in 1979. It is a unique historical and ecological area and should be protected as such. If over developed or developed thoughtlessly some of those unique features will be lost or destroyed forever.

Please help us support passage of these sensible and much needed changes.

Thank you.

Brad Caraway

Thanks.

Brad Caraway

9/25/2019

Dear Commissioners,

I am writing you as a Fort Morgan homeowner and someone who cares deeply for the Fort Morgan community. Fort Morgan is the last remaining place along the Baldwin County Gulf Coast that hasn't been overdeveloped and retains its unique beach front cottage character. However, over the last several years the character has begun to be altered. The beach front cottages are now being torn down and replaced with 3 story, 50' tall mini hotels that contain at least 18 bedrooms and sleeps 44 people. The parking generated by these mini hotel is tremendous and causes streets to be routinely blocked. Not only does this effect the residents and other renters, but it also severely impedes emergency services such as fire fighters and EMS staff. This issue is a fundamental critical emergency services issue that directly affects the safety and welfare of visitors and citizens alike.

This exploitation of the zoning rules has diminished the unique character and only benefits a few while the rest are left to deal with the negative consequences it causes over generations. I can't imagine that the citizens that initiated the District 25 zoning process ever envisioned that these small 50'-75' lots would be so overdeveloped with mini hotels destroying the unique character that they fought so hard to protect and which has existed for years in Fort Morgan.

Fortunately, the citizens and homeowners have banded together with a common goal to protect this unique place we all love. Before you on October 15th are several amendments that directly affect Fort Morgan. These zoning amendments demonstrate a great deal of hard work and a reasonable, fair approach to re-establishing and reaffirming the unique character and original vision of Fort Morgan. These amendments fit squarely within the charge provided by the Local Act of the Alabama Legislature. In **Section 45-2-261.64 of the Act**, it says that the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.

It is clear that the "historical nature of existing development" is not gigantic mini-hotels that have sprung up in Fort Morgan. It is one of beach front cottages and a family friendly environment. Also, I urge you to consider the public safety associated with hurricane evacuation and the affect that these mini-hotels. I urge you to not only consider the current issues and the negative effects of this overdevelopment, but please consider future generations and their ability to enjoy this unique asset we have in Fort Morgan and the unique beach cottage atmosphere which it represents.

Please support the residents and homeowners and the unique character of Fort Morgan and vote to adopt the zoning amendments as presented by the Fort Morgan Zoning Advisory Committee and unanimously recommended by the Baldwin County Planning and Zoning Commission.

Thank you for your consideration.

Paul Stanton

The Code of Alabama 1975

Section 45-2-261.64

Enforcement and administration of subpart.

The Baldwin County Commission shall enforce this subpart in the same manner as provided in Section 16 of Act 91-719, and, in performing its functions related to planning and zoning, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.

(Act 2015-411, §5.)

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: TA-19001

Proof of Advertisement for the Baldwin County Commission Public Hearing on 10/15/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

TA-19001

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/18/2019, 09/25/2019, 10/02/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 10/02/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 303735

Case No. TA-19001 Text Amendment

Amount of Ad: \$375.36

Legal File# Case No. TA-190

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Case No. TA-19001
Text Amendment
To the Baldwin County
Zoning Ordinance
Article 2 Section 2.3.25
Local Provisions for
Planning District 25

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a proposed amendment to Article 2, section 2.3.25 Local Provisions for Planning District 25, as it pertains to the following:

- Availability of HDR, High Density Residential District, in Planning District 25.
- Maximum height of single family and two family residential structures in terms of the number of habitable stories.
- Dune Walkovers.
- Planning and Zoning Considerations in the Coastal High Hazard areas and Flood Hazard areas.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday October 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status.

Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
September 18-25;
October 2, 2019





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in Wednesday Issue of Gulf Coast Media.
The Courier, The Islander + The Onlooker
Publication Date(s):September 25, 2019Account # 987101 PO # _____Cost \$ 336.00 Ad # 248690TA-19001**Bethany Randall****Sales Representative**

Bill To:

BC Planning & Zoning_____

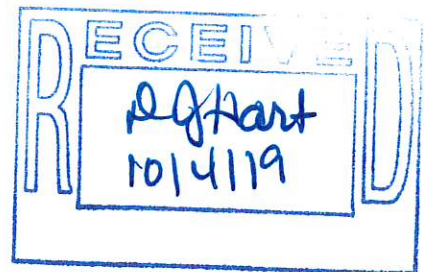
Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of October, 20 19Amber Kimbler**Amber Kimbler**

Notary Public for Alabama

**AMBER KIMBLER**
My Commission Expires
April 10, 2022

Robertsdale police reports

Sept. 10

3:27 p.m., Nebraska Street/Milwaukee Street, Andrea Lauren Mazingo, 21, of Foley, charged with possession of drug paraphernalia, first offense; Suzetta Alish Hurley, 46, of Gulf Shores, charged with possession of drug paraphernalia, first offense.

Sept. 11

12:31 a.m., Chicago Street,

Antwaun De Mario Henderson, 35, of Mobile, charged with possession of a controlled substance; possession of drug paraphernalia, first offense.

8:09 p.m., Palmer Street, Gregory Alan Phillips, 35, of Robertsdale, charged with domestic violence – harassment, third degree.

Sept. 12

9:53 a.m., property damage,

fourth degree, Courthouse Square, Bay Minette. Case closed, administratively cleared.

Sept. 13

11:38 a.m., theft from public building, fourth degree; illegal possession/use of a credit/debit card, no address given (time of reported occurrence was between 8:30 and 9:30 a.m.). Case pending.

12:16 p.m., domestic incident, Dunwoody Lane. Case closed, administratively cleared.

12:30 p.m., property damage, Baldwin Farms Place. Case closed, administratively cleared.

5:56 p.m., Bear Drive, Nathan Daniel Hooker, 26, of Robertsdale, charged with domestic violence – harassment, third degree.

Sept. 14

11:56 a.m., Baldwin Beach Express, Clarence Lloyd Brunty, 46, of Gautier, Mississippi, charged as fugitive from justice.

5:15 p.m., Robertsdale High School, Laura Mauldin Quinn, 60, of Birmingham, charged with appearing in public place under the influence (alcohol).

11:17 p.m., Chicago Street, Gregory Alan Phillips, 35, of

Robertsdale, charged with public intoxication; illegal possession of prescription drugs.

Sept. 16

2:58 a.m., Central Baldwin Thrift, Alabama 59, Robert James Helmly, 35, of Foley, charged with theft of property, fourth degree.

5:13 a.m., domestic incident, Alabama 59. Case closed, administratively cleared.

Foley police reports

Sept. 11

1:15 p.m., Jonathan Hugo Lemus, 21, of Mobile, charged with violation of a domestic protection order.

Sept. 12

7:52 a.m., Tammy Kay Wall, 47, of Bay Minette, charged with using false identity of obstruct

justice.

7:52 a.m., Luis Albert Restrepo, 21, of Foley, charged with parole violation.

7:53 a.m., Zonya Haynes, 54, of Foley, charged with possession of a controlled substance, illegal possession of prescription drugs, public intoxication.

Sept. 13

7:59 a.m., Herbert Joseph Colburn Jr., 53, of Mobile, fugitive from justice.

4:00 p.m., Bradley David Everett, 34, of Foley, charged with possession of a controlled substance, possession of drug paraphernalia.

4:00 p.m., Dameyune De-

shawn Jernison, 21, of Bay Minette, charged with possession of a controlled substance.

4:01 p.m., Lisa Aleen Ellis, 52, of Robertsdale, charged with possession of a controlled substance, possession of drug paraphernalia, possession of marijuana second degree.

4:01 p.m., Jeffrey Scott Mc-

Farland, 48, of Bay Minette, charged with possession of a controlled substance, possession of drug paraphernalia, possession of marijuana second degree, failure to appear misdemeanor.

Sept. 15

8:24 a.m., Laboran Pickens,

41, of Spanish Fort, federal inmate.

Sept. 16

5:52 p.m., Robert Scott Allen, 32, of Bay Minette, charged with possession of a controlled substance, theft of property fourth degree, attempt to elude misdemeanor, resisting arrest.

Quest Study Club of Bay Minette for program on art

Submitted BY MARY KELLY
For The Onlooker

The Quest Study Club of Bay Minette met at the home of Diane Payne on Sept.

11. Payne and Jenny Hammond were the hostesses. The theme for this year's club is hobbies. Alicia Gourley gave a program on her hobby, which is art. The

Bay Minette native is an art instructor for Art Moves at First United Methodist Church in Bay Minette, which is a program for Parkinson patients. She obtained

a grant to fund the instructor and art supplies for the program. She is pictured here with an example of her excellent artwork of a beautiful old hotel in

Marlow on Fish River. Gourley is the daughter of Owen and Virginia Lyles of Bay Minette. The Study Club meets monthly and was organized in 1947.



SUBMITTED PHOTO

ORDINANCE NO. 008-19

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM B-1 to B-2:

Begin at a point 376 feet West and 30 feet North of the Southeast corner of the South half of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 36, Township 5 South, Range 3 East, and run West 300 feet to a corner at the East margin of the right-of-way of US Highway 90, thence North along the highway 145 feet to a corner, thence East 300 feet to a corner, thence South 145 feet to the point of the beginning, containing one acre, more or less.

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

APPROVED THIS 16TH DAY OF SEPTEMBER, 2019.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Case No. TA-19001 Text Amendment

To the Baldwin County Zoning Ordinance Article 2 Section 2.3.25

Local Provisions for Planning District 25

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a proposed amendment to Article 2, section 2.3.25 Local Provisions for Planning District 25, as it pertains to the following:

- Availability of HDR, High Density Residential District, in Planning District 25.
- Maximum height of single family and two family residential structures in terms of the number of habitable stories.
- Dune Walkovers.
- Planning and Zoning Considerations in the Coastal High Hazard areas and Flood Hazard areas.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday October 15, 2019**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: TA-19001

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 9/5/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

TA-19001

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/21/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 08/21/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 302760

Case No. TA-19001

Amount of Ad: \$112.28

Legal File# Case No. TA-190

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Case No. TA-19001
Text Amendment To the
Baldwin County Zoning
Ordinance Article 2
Section 2.3.25 Local Provisions
for Planning District 25

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a proposed amendment to Article 2, section 2.3.25 Local Provisions for Planning District 25, as it pertains to the following:

- Availability of HDR, High Density Residential District, in Planning District 25.
- Maximum height of single family and two family residential structures in terms of the number of habitable stories.
- Dune Walkovers.
- Planning and Zoning Considerations in the Coastal High Hazard areas and Flood Hazard areas.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled

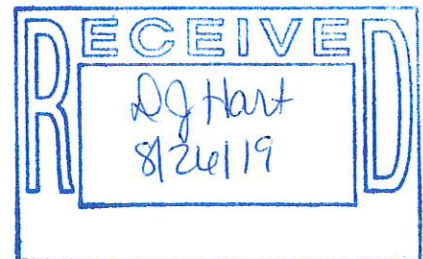
for Thursday September 5, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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& Zoning Department
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Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 21, 2019





Baldwin County Commission

Agenda Action Form

File #: 19-2232, **Version:** 1

Item #: DP2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case TA-19002 and Case TA-19003 - Amendments to the Baldwin County Zoning Ordinance, Article 4, Residential Districts, and Article 22, Definitions

STAFF RECOMMENDATION

Adopt Resolution #2020-002, which APPROVES amendments to the text of Article 4 and Article 22 of the *Baldwin County Zoning Ordinance*, as these articles pertain to the maximum number of stories for residential structures and the definition of "Half-Story."

BACKGROUND INFORMATION

Previous Commission action/date: July 21, 2009

Background: The *Baldwin County Zoning Ordinance* originally included a limit on the number of habitable stories for residential structures in addition to a maximum height in feet. In 2009, the habitable story requirement was removed through a zoning text amendment. As time has progressed, the Planning staff has determined that it would be in the best interest of the County for the habitable story height limit to be restored. The resulting text amendment has two parts. The first (Case TA-19002) pertains to Article 4, Residential Districts, and restores the habitable story height limit for residential structures. The second (Case TA-19003) pertains to Article 22, Definitions, and provides a new definition for "Half-Story". If approved, the proposed definition will replace the current definition found in Article 22. Because of the relationship between the amendments, they are included on one staff report and agenda item.

The proposed height limits are listed as follows:

- Single Family Structures, Two Family (Duplex) Structures and Townhouses: 2 1/2 Habitable Stories
- Multiple Family Structures (RMF-6): 3 Habitable Stories
- Multiple Family Structures (HDR): 4 Habitable Stories

It should be noted that these amendments will not affect Planning District 25 due to existing language found in the Planning District 25 Local Provisions, as well as new language proposed under Case TA-

19001.

The Planning Commission considered the amendments on September 5, 2019, and voted to recommend APPROVAL to the County Commission.

The proposed amendments are included with staff report and resolution which are attached to this agenda item. Additions highlighted in red and underlined.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers. See attached.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Update text and publish amended versions of the *Baldwin County Zoning Ordinance*.

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. TA-19002 and Case No. TA-19003

Amendments to the *Baldwin County Zoning Ordinance*, Article 4
Residential Districts and Article 22 Definitions
October 15, 2019

Proposed Amendment Information

General Information:	Amendment to Article 4 of the Baldwin County Zoning Ordinance, Residential Districts, pertaining to the maximum number of habitable stories for residential structures, and Article 22, Definitions, pertaining to the definition for "Half-Story".
Lead Staff:	Vince Jackson, Planning Director
Attachments:	Text of Proposed Amendments

Summary and Recommendation

I. DISCUSSION:

The *Baldwin County Zoning Ordinance* originally included a limit on the number of habitable stories for residential structures in addition to a maximum height in feet. In 2009, the habitable story requirement was removed through a zoning text amendment. As time has progressed, the Planning staff has determined that it would be in the best interest of the County for the habitable story height limit to be restored. The resulting text amendment has two parts. The first (Case TA-19002) pertains to Article 4, Residential Districts, and restores the habitable story height limit for residential structures. The second (Case TA-19003) pertains to Article 22, Definitions, and provides a new definition for "Half-Story". If approved, the proposed definition will replace the current definition found in Article 22. Because of the relationship between the amendments, they are included on one staff report.

The proposed height limits are listed as follows:

- Single Family Structures, Two Family (Duplex) Structures and Townhouses: 2 1/2 Habitable Stories
- Multiple Family Structures (RMF-6): 3 Habitable Stories
- Multiple Family Structures (HDR): 4 Habitable Stories

It should be noted that these amendments will not affect Planning District 25 due to existing language found in the Planning District 25 Local Provisions, as well as new language proposed under Case TA-19001.

The proposed amendments are listed below, with additions highlighted in red and underlined.

II. RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed amendments to the *Baldwin County Zoning Ordinance*, Article 4, Residential Districts, and Article 22, Definitions. *

**On amendments to the zoning ordinance, the County Commission will make the final decision.*

Article 4 Residential Districts (DRAFT)

Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

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

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

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

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

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

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

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

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

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

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

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

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

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

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*,

Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

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

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

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

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

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

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

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 4.4 RSF-3, Single Family District

4.4.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

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

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

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

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

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

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

4.4.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 4.5 RSF-4, Single Family District

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

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

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

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

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
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4.5.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

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

4.5.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.6 RTF-4, Two Family District

4.6.1 *Generally.* The intent of this zoning designation is to provide the opportunity for two family residential development.

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

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

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

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

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

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

4.6.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*,

Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	4 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Ground Coverage Ratio	.35

Section 4.7 RSF-6, Single Family District

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

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

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

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

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

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

- (a) The following local commercial use: bed and breakfast or tourist home. (See *Section 13.11: Bed and Breakfast Establishments*).
- (b) Boarding house, rooming house, lodging house, or dormitory.
- (c) Fraternity or sorority house.

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.8 RTF-6, Two Family District

4.8.1 *Generally.* The intent of this zoning designation is to provide the opportunity for two family residential development.

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

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

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

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

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

- (a) The following local commercial use: bed and breakfast or tourist home. (see *Section 13.11: Bed and Breakfast Establishments*).
- (b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.9 RMF-6, Multiple Family District

4.9.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development.

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

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

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

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

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

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

- (b) Boarding house, rooming house, lodging house, or dormitory.
- (c) Fraternity or sorority house.

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>3</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards 10-Feet	(exterior wall side yards)
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

Section 4.10 HDR, High Density Residential District

4.10.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

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

- (a) Extraction or removal of natural resources on or under land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Multiple family dwellings (apartments and condominiums).
- (e) Two family dwellings.
- (f) Townhouses.
- (g) Single Family Dwellings.
- (h) Accessory structures and uses.
- (i) Church or similar religious facility.

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

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

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

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

Maximum Height of Structure in Feet	50
<u>Maximum Height in Habitable Stories</u>	<u>4</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

4.10.9 *Landscaping and buffering.* All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers*.

4.10.10 HDR, High Density Residential District, shall not be available in Planning District 25.

Article 22 Definitions

Section 22.1 Usage

Except as otherwise provided herein, all words shall have the customary dictionary meaning. The present tense includes the future tense and the future tense includes the present tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust, or partnership. The word "building" includes "structure." The words "shall" and "will" are always mandatory. The word "used" or "occupied" as applied to any land or buildings shall be construed to include the words "intended, arranged, or designed to be used or occupied."

Section 22.2 Words and Terms Defined

As used in these ordinances, the following words and terms shall have the meaning defined:

Story. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling next above it.

Story, habitable. A story having its floor elevated at or above base flood elevation as determined from the flood insurance rate maps, regardless of the intended use of the story or its floor area.

Story, half (½). A space under a sloping roof in which not more than one-half (½) of the floor area is finished off for use. A half story containing independent apartment or living quarters shall be counted as a full story.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # TA-19002 and TA-19003

Text Amendment

Article 4 and Article 22

September 5, 2019

Motion: TO RECOMMEND APPROVAL

Made by: Brandon Bias

Motion Seconded by: Bonnie Lowry

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	X	
Arthur Oken	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	

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

MOTION CARRIED ON A VOTE OF 8-0

1 approval to the County Commission, is there a
2 second?

3 COMMISSION MEMBER DANIEL NANCE: Second.

4 PLANNING AND ZONING COMMISSION CHAIRMAN

5 SAM DAVIS: There's a second. All in favor, say
6 aye.

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

8 PLANNING AND ZONING COMMISSION CHAIRMAN

9 SAM DAVIS: Any opposed, same sign.

10 (No response.)

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: Unanimous.

13 (Applause.)

14

15 9-B - TA-19002, ARTICLE 4, RESIDENTIAL DISTRICT AS IT

16 PERTAINS TO MAXIMUM HEIGHT AND TA-19003, ARTICLE 22,

17 DEFINITIONS AS IT PERTAINS TO THE DEFINITION OF

18 HALF-STORY

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: Next case is TA-19002 and case

21 TA-19003.

22 MR. VINCE JACKSON: Yes. We have -- we
23 have two separate case numbers that apply to two
24 different sections of the ordinance, but they're
25 related, so we put them under one staff report.

26 This would be an amendment to Article 4 of
27 Baldwin County Zoning Ordinance, Residential
28 Districts, pertaining to the maximum number of

1 habitable stories for residential structures; and
2 Article 22, definitions pertaining to the
3 definition for half-story.

4 And I want to point out, this will not be --
5 if this goes forward and is adopted by the County
6 Commission, this will not be applicable to
7 Planning District 25. The language in the local
8 provisions is what we'll go with in Planning
9 District 25. This language will govern the other
10 planning districts.

11 So we recommend approval. Basically, this
12 would be restoring the height limits for
13 residential structures that were removed in 2009.

14 And in looking through the proposed language,
15 you can see the proposed additions highlighted in
16 red. As with the previous request, this would be
17 a recommendation to the County Commission. And
18 the staff recommends approval.

19 PLANNING AND ZONING COMMISSION CHAIRMAN
20 SAM DAVIS: Has no one signed up in support or
21 opposition to this?

22 MR. VINCE JACKSON: No.

23 PLANNING AND ZONING COMMISSION CHAIRMAN
24 SAM DAVIS: Okay. Technically, we have open the
25 public hearing. So it's open. Is there anyone
26 that has any comments, pro or con, on this
27 case -- two cases?

28 (No response.)

1 PLANNING AND ZONING COMMISSION CHAIRMAN

2 SAM DAVIS: There being none, we're going to
3 close the public hearing.

4 Staff has recommended approval of both cases.
5 Is there a motion to do so?

6 COMMISSION MEMBER BRANDON BIAS: So
7 moved, Mr. Chairman.

8 PLANNING AND ZONING COMMISSION CHAIRMAN

9 SAM DAVIS: Okay. We have a motion to recommend
10 approval. Is there a second?

11 COMMISSION MEMBER BONNIE LOWRY: Second.

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Got a second. All in favor, say aye.

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

15 PLANNING AND ZONING COMMISSION CHAIRMAN

16 SAM DAVIS: All opposed, same sign.

17 (No response.)

18 PLANNING AND ZONING COMMISSION CHAIRMAN

19 SAM DAVIS: Unanimously approved.

20

21 **11 - NEW BUSINESS**

22

23 **11-A - AMENDMENTS TO THE PLANNING COMMISSION Bylaws**

24 PLANNING AND ZONING COMMISSION CHAIRMAN

25 SAM DAVIS: Looks like we're down to the last
26 one. Agenda Item 11-A, amendments to the bylaws
27 of the Baldwin County Planning and Zoning
28 Commission.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-002

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. TA-19002 and Case TA-19003, concerning text amendments to Article 4 and Article 22, of the *Baldwin County Zoning Ordinance***, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, the need has arisen to amend certain provisions of Article 4 and Article 22 of the *Baldwin County Zoning Ordinance*, as these articles pertain to the maximum number of habitable stories for residential structures and the definition for “Half-Story”; and,

WHEREAS, regulatory language which would amend Article 4 and Article 22 in the *Baldwin County Zoning Ordinance*, has been prepared; and,

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend approval of the amendment; and,

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and,

WHEREAS, the requirements of Section 45-2-261 through Section 45-2-261.18, Code of Alabama (1975), regarding procedures to amend the Zoning Ordinance have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the text amendments to Article 4 and Article 22 of the *Baldwin County Zoning Ordinance*, as found in Attachment “A”, are hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **October 2019**.

Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

Attachment “A”

Article 4 Residential Districts (DRAFT)

Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

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

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

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

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

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

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

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

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

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

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

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

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

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

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

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

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

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

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

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

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

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

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

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway*

Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 4.4 RSF-3, Single Family District

4.4.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

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

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

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

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

(c) The following general commercial uses: country club.

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

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

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

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 4.5 RSF-4, Single Family District

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

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

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

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

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

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

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

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.6 RTF-4, Two Family District

4.6.1 *Generally.* The intent of this zoning designation is to provide the opportunity for two family residential development.

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

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Two family dwellings.

(e) Single family dwellings including manufactured housing and mobile homes.

(f) Accessory structures and uses.

(g) The following institutional use: church or similar religious facility.

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

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

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

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

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet

Maximum Density	4 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Ground Coverage Ratio	.35

Section 4.7 RSF-6, Single Family District

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

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

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

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

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

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

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

(b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.8 RTF-6, Two Family District

4.8.1 Generally. The intent of this zoning designation is to provide the opportunity for two family residential development.

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

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Two family dwellings.

(e) Single family dwellings including manufactured housing and mobile homes.

(f) Accessory structures and uses.

(g) The following institutional use: church or similar religious facility.

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

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

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

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

(b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.9 RMF-6, Multiple Family District

4.9.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development.

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

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

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

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

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

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

(b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>3</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards 10-Feet	(exterior wall side yards)
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

Section 4.10 HDR, High Density Residential District

4.10.1 *Generally*. The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

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

- (a) Extraction or removal of natural resources on or under land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Multiple family dwellings (apartments and condominiums).
- (e) Two family dwellings.
- (f) Townhouses.
- (g) Single Family Dwellings.
- (h) Accessory structures and uses.
- (i) Church or similar religious facility.

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

- (a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) Country club.

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

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

Maximum Height of Structure in Feet	50
<u>Maximum Height in Habitable Stories</u>	<u>4</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

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

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

4.10.9 *Landscaping and buffering.* All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers*.

4.10.10 HDR, High Density Residential District, shall not be available in Planning District 25.

Article 22 Definitions

Section 22.1 Usage

Except as otherwise provided herein, all words shall have the customary dictionary meaning. The present tense includes the future tense and the future tense includes the present tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust, or partnership. The word "building" includes "structure." The words "shall" and "will" are always mandatory. The word "used" or "occupied" as applied to any land or buildings shall be construed to include the words "intended, arranged, or designed to be used or occupied."

Section 22.2 Words and Terms Defined

As used in these ordinances, the following words and terms shall have the meaning defined:

Story. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling next above it.

Story, habitable. A story having its floor elevated at or above base flood elevation as determined from the flood insurance rate maps, regardless of the intended use of the story or its floor area.

Story, half (½). A space under a sloping roof in which not more than one-half (½) of the floor area is finished off for use. A half story containing independent apartment or living quarters shall be counted as a full story.

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: TA-19002

Proof of Advertisement for the Baldwin County Commission Public Hearing on 10/15/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

TA-19002

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/18/2019, 09/25/2019, 10/02/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 10/02/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 303736

Case No. TA-19002 Text Amendment

Amount of Ad: \$337.92

Legal File# Case No. TA-190

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Case No. TA-19002
Text Amendment To the
Baldwin County
Zoning Ordinance
Article 4 Residential Districts
As it pertains to the
maximum height

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a proposed amendment to Article 4, as it pertains to the maximum height of single family and two family residential structures in terms of the number of habitable stories.

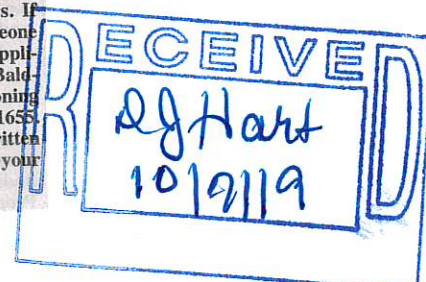
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday October 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251) 580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251) 580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
September 18-25;
October 2, 2019





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in Wednesday Issue of Gulf Coast Media.The Courier, The Islander & The Onlooker
Publication Date(s):September 25, 2019Account # 9871101 PO # _____Cost \$ 336.00 Ad # 248691Bethany Randall TA-19002

Bethany Randall

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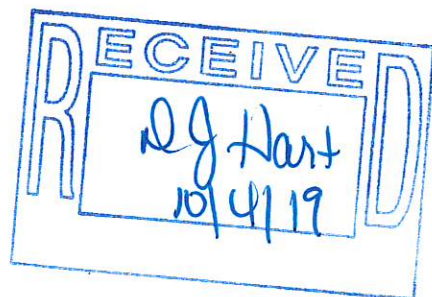
Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of October, 20 19Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

CROSS COUNTRY

Baldwin teams, individual runners compete at Daphne Invitational

The Spanish Fort Lady Toros and the Daphne Trojans finished in the top five at the Daphne High hosted meet Saturday at Historic Blakely State Park. St. Paul's boys' and girls' teams swept first place.

DAPHNE INVITE RESULTS

GIRLS 5K RUN

(Sept. 21)

TEAM RESULTS

» 1 St. Paul's Episcopal 60 21 13 16 18 20 21
Total Time: 1:45:55.93
Average: 21:11.19
» 2 Baker 63 3 5 12 15 28 31 48
Total Time: 1:45:09.76
Average: 21:01.96
» 3 McGill-Toolen Catholic 81 6 8 10 27 30 39 49
Total Time: 1:47:56.09
Average: 21:35.22
» 4 Spanish Fort 129 17 19 23 29 41 46 62
Total Time: 1:52:20.96
Average: 22:28.20
» 5 Thompson 167 7 24 40 43 53 59 67
Total Time: 1:54:03.67
Average: 22:48.74
» 6 Faith Academy 177 4 9 44 50 70 74 84
Total Time: 1:53:53.26
Average: 22:46.66
» 7 Bayside Academy 193 25 34 37 42 55 60 69
Total Time: 1:56:50.99
Average: 23:22.20
» 8 UMS-Wright 201 14 26 32 57 72 79 80
Total Time: 1:56:50.38
Average: 23:22.08
» 9 Long Beach High School

222 1 22 38 71 90 93 94
Total Time: 1:56:27.81
Average: 23:17.57
» 10 Mary G Montgomery 261 33 51 56 58 63
Total Time: 2:00:52.33
Average: 24:10.47
» 11 St. Michael Catholic High 316 35 65 68 73 75 82 85
Total Time: 2:04:24.84
Average: 24:52.97
» 12 Daphne 316 45 47 54 83 87 100 104
Total Time: 2:03:45.02
Average: 24:45.01
» 13 Davidson 395 36 77 89 95 98 106 112
Total Time: 2:11:16.33
Average: 26:15.27
» 14 St. Luke's Episcopal Scho 397 52 61 66 102 116
Total Time: 2:18:09.53
Average: 27:37.91
» 15 Gulf Shores HS 434 64 78 81 101 110 114 115
Total Time: 2:15:35.93
Average: 27:07.19

INDIVIDUAL GIRLS RESULTS

» 1 Biancamano, Brooklyn Long Beach 18:31.11
» 2 Valenzuela, Isabel St. Paul's E 19:24.27
» 3 Baxter, Lindsey Baker 19:30.02
» 4 Shumock, Emily Faith Academy 19:45.85
» 5 Baxter, Leslie Baker 19:56.46
» 6 Bolton, Claire Frazier

McGill-Toolen 20:11.39
» 7 Allen, Emily Thompson 20:38.36
» 8 Ferlise, Abby McGill-Toolen 21:05.89
» 9 Duplantier, Brooke Fairhope 21:08.60
» 10 Lansdown, Bailey Faith Academy 21:14.22
» 11 Adams, Anna McGill-Toolen 21:14.83
» 12 Rush, Katherine St. Paul's E 21:20.82
» 13 Morgan, Claire Baker 21:20.89
» 14 Purdum, Katherine St. Paul's E 21:27.91
» 15 Ellis, Brenda UMS-Wright 21:28.52
» 16 Baggott, Abigail Baker 21:44.57
» 17 Browning, Macy St. Paul's E 21:46.03
» 18 Wilder, Olivia Spanish Fort 21:53.84
» 19 Strickland, Sarah St. Paul's E 21:56.90
» 20 Miller, Kate Spanish Fort 22:00.92
» 21 Singleton, Mary Howard St. Paul's E 22:03.24
» 22 Ford, Janie St. Paul's E 22:04.01
» 23 Osnes, Abigail Long Beach H 22:10.44
» 24 Grantham, Ryley Spanish Fort 22:16.80
» 25 Moon, Lauren Thompson 22:27.82

» 26 Doyle, Catherine Bayside Academy 22:29.89

BOYS 5K RUN

TEAM RESULTS

» 1 St. Paul's Episcopal 40 3 6 7 8 16 36 87
Total Time: 1:27:23.29
Average: 17:28.66
» 2 Baker 87 2 11 21 23 30 60 81
Total Time: 1:30:14.36
Average: 18:02.88
» 3 UMS-Wright 96 1 9 22 31 33 58 68
Total Time: 1:30:20.77
Average: 18:04.16
» 4 Daphne 128 5 15 18 25 65 69 80
Total Time: 1:31:18.81
Average: 18:15.77
» 5 McGill-Toolen Catholic 139 4 14 24 48 49 67 96
Total Time: 1:31:31.83
Average: 18:18.37
» 6 St. Michael Catholic High 156 12 20 39 41 44 46 55
Total Time: 1:33:15.24
Average: 18:39.05
» 7 Spanish Fort 255 17 38 50 59 91 93 125
Total Time: 1:35:56.79
Average: 19:11.36
» 8 Thompson 257 27 29 54 63 84 88 104
Total Time: 1:36:13.43
Average: 19:14.69
» 9 Alma Bryant 278 26 35 56 64 97 100 109
Total Time: 1:37:03.48

Average: 19:24.70
» 10 Bayside Academy 307 13 51 76 78 89 98 102
Total Time: 1:36:53.47
Average: 19:22.70
» 11 Faith Academy 342 10 28 79 94 131 138 139
Total Time: 1:39:11.31
Average: 19:50.27
» 12 Mary G Montgomery 352 40 52 71 82 107 142 154
Total Time: 1:38:48.30
Average: 19:45.66
» 13 Foley 354 34 37 72 103 108 136 150
Total Time: 1:39:19.55
Average: 19:51.91
» 14 Gulf Shores HS 363 47 73 75 83 85 118 126
Total Time: 1:38:37.59
Average: 19:43.52
» 15 Calera 411 61 66 90 95 99 116 137
Total Time: 1:40:36.63

INDIVIDUAL BOYS RESULTS

» 1 Perry, Joseph UMS-Wright 16:30.53
» 2 Barlow, Carson Baker 16:38.91
» 3 Romanos, John Michael St. Paul's E 16:41.35
» 4 Roberts, Drew McGill-Toolen 16:43.19
» 5 Rowe, Ethan Daphne 16:54.95
» 6 Corwell, Mac St. Paul's E 17:12.42
» 7 Smith, Stone St. Paul's E

17:37.97
» 8 Jameson, William St. Paul's E 17:45.99
» 9 Taylor, Matthew UMS-Wright 17:46.26
» 10 Stoots, Connor Faith Academy 17:47.10
» 11 Baggott, Lucas Baker 17:54.83
» 12 Erwin, Barton Mobile Christian 17:55.71
» 13 Berrios, Nick St. Michael 17:56.37
» 14 Cook, Myles Bayside Academy 17:57.44
» 15 Murphy, Myles McGill-Toolen 17:59.25
» 16 Paquette, Lance Daphne 17:59.95
» 17 Epker, Noah St. Paul's E 18:05.56
» 18 Pettaway, Patrick Blount High School 18:06.87
» 19 McClellan, Joshua Spanish Fort 18:07.02
» 20 Reusser, Walker Mobile Christian 18:14.71
» 21 Canegitta Jr., Andy Daphne 18:15.42
» 22 Holm, Connor Satsuma 18:16.66
» 23 Phelps, Jack St. Michael 18:19.59
» 24 Horton, Caleb Baker 18:23.51
» 25 Perry, Charles UMS-Wright 18:26.55

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Case No. TA-19002
Text Amendment to the
Baldwin County Zoning Ordinance
Article 4
Residential Districts
As it pertains to the maximum height

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a proposed amendment to Article 4, as it pertains to the maximum height of single family and two family residential structures in terms of the number of habitable stories.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, October 15, 2019**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Foley, AL 36535
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Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING
Case No. Z-19038
Bankester Family Property
Planning District 4

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by The Broadway Group, LLC, owner of property located 7560 River Road in Planning District 4. The applicant is requesting approval to rezone 2.72± acres from RSF-E - Estate Res District to RR - Rural District. The Parcel Identification Number is 05-29-10-32-0-000-004.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, October 15, 2019**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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Robertsdale, AL 36567

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248691

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: TA-19002

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 9/5/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

TA-19002

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/21/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 08/21/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 302761

Case No. TA-19002

Amount of Ad: \$101.92

Legal File# Case No. TA-190

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Case No. TA-19002
Text Amendment To the
Baldwin County Zoning
Ordinance Article 4
Residential Districts As it
pertains to the maximum height

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a proposed amendment to Article 4, as it pertains to the maximum height of single family and two family residential structures in terms of the number of habitable stories.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday September 5, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

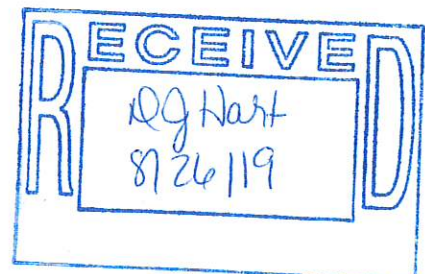
The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public

review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251) 580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251) 580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 21, 2019



**Planning and Zoning
Department**

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: TA-19003

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 9/5/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

TA-19003

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/18/2019, 09/25/2019, 10/02/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 10/02/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 303737

Case No. TA-19003 Text Amendment

Amount of Ad: \$280.32

Legal File# Case No. TA-190

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office

201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Case No. TA-19003
Text Amendment
To the Baldwin County Zoning
Ordinance Article 22 Definitions
As it pertains to the definition
for half-story

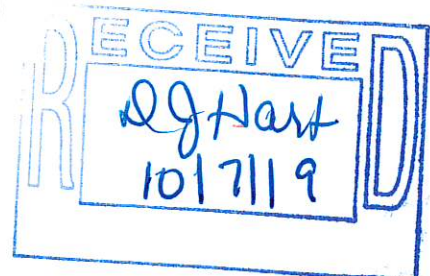
Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a proposed amendment to Article 22, definitions, as it pertains to the definition for half-story.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday October 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.
September 18-25;
October 2, 2019



Printer Affidavit:

This is to certify the attached advertisement

Appeared in Wednesday Issue of Gulf Coast Media.
The Courier, The Islander & The Onlooker
Publication Date(s):

September 25, 2019

Account # 987101 PO # 1

Cost \$ 336.00 Ad # 248692

JA-19003

Bethany Randall

Bethany Randall

Sales Representative

Bill To: BC Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 18 day of October, 20 19

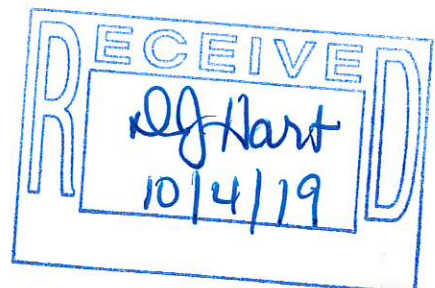
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022





Allison Marlow
Managing Editor
allisonm@gulfcoastmedia.com
SEPTEMBER 25, 2019

Baldwin Living

SBCT tugs at the heart with "Diary of Anne Frank"

Young girl's words have a lesson for all of us

By ALLISON MARLOW
allisonm@gulfcoastmedia.com

The story of Anne Frank is heavy. It is simply heart wrenching. It is a brutal reminder of how vicious people can be.

South Baldwin Community Theatre Director Jan Vest said there is so much more to the

Want to go?

WHAT: "Diary of Anne Frank"

WHERE: South Baldwin Community Theatre, Gulf Shores

WHEN: Sept. 27, 28 and Oct. 4, 5 at 7:30 p.m. and Sept. 29 and Oct. 6 at 2:30 p.m.

TICKETS: Visit www.sbct.biz

legacy the little girl left behind.

"The Diary of Anne Frank" is the true story of a young girl who hid with her family from the Nazis, and was eventually discovered and sent to a concentration camp where she perished. Its narrative is pulled directly from the handwritten diaries that Anne left behind.

Vest said it is in her words that we find hope, love and a little bit of peace.

I'm almost 70 years old so when you've lived a long life and you've experienced all that life has to bring to you it



ALLISON MARLOW / STAFF PHOTOS

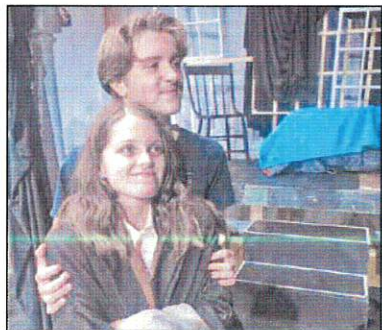
forms your perspective. "What's unique about Anne Frank is that even though she hasn't lived a long life she matures very quickly and takes on this positive, aspira-

tional attitude because of the good life she had before the war started," Vest said.

"That contrast between the love of family, the love of friends

and facing one's own mortality — it makes those moments that you have with your loved ones and your friends

SEE SBCT, PAGE 4



BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-19037 Wells Property Planning District 30

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Brian K Wells, owner of property located 20828 County Road 12 South in Planning District 30. The applicant is requesting approval to rezone 1.01± acres from RSF-1 Single Family District to RSF-3 Single Family District. The Parcel Identification Number is 05-61-05-16-0-001-008.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, October 15, 2019**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

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Case No. TA-19003 Text Amendment to the Baldwin County Zoning Ordinance Article 22 Definitions

As it pertains to the definition for half-story

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a proposed amendment to Article 22, definitions, as it pertains to the definition for half-story.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, October 15, 2019**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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248692

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: TA-19003

Proof of Advertisement for the Baldwin County Commission Public Hearing on 10/15/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

TA-19003

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/21/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 08/21/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 302762

Case No. TA-19003

Amount of Ad: \$98.00

Legal File# Case No. TA-190

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
P.O. Box 220
Silverhill, AL 36576
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
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Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Case No. TA-19003
Text Amendment To the
Baldwin County Zoning
Ordinance Article 22 Definitions
As it pertains to the definition
for half-story

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a proposed amendment to Article 22, definitions, as it pertains to the definition for half-story.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday September 5, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

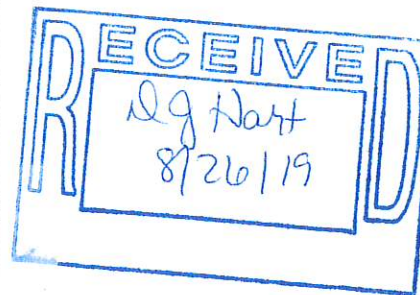
The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251) 580-1655. If you desire to submit written comments, please address your

correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251) 580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 21, 2019





Baldwin County Commission

Agenda Action Form

File #: 19-2230, **Version:** 1

Item #: DP3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case No. Z-19025 - Retirement Systems of Alabama Property Rezoning

STAFF RECOMMENDATION

Accept and acknowledge the WITHDRAWAL of Case Z-19025, Retirement Systems of Alabama Property, as it pertains to the rezoning of approximately 1.27 acres, located in Planning (Zoning) District 26, from TR, Tourist Resort District, to HDR, High Density Residential District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property, which consists of approximately 1.27 acres, is currently zoned TR, Tourist Resort District. This property is part of a larger 26.6 acre parcel which is owned by the Retirement Systems of Alabama (RSA). It is located in Planning District 26 on the west side of Scenic Highway 98, at the north end of the Grand Hotel Marina. The applicant is requesting a rezoning to HDR, High Density Residential District, in order to develop condominium units. As proposed, 12 units would be constructed in a 4-story building. The Planning Commission considered this case, which has generated significant opposition from area residents, on September 5, 2019, and voted to recommend DENIAL to the County Commission.

The applicant has now requested to withdraw this rezoning application. Due to the timing of the request, the withdrawal is automatic. However, the scheduled public hearing must still be opened. As a result, staff requests that the WITHDRAWAL of Case Z-19025, Retirement Systems of Alabama Property, be accepted and acknowledged.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers. See attached.

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Mr. Tim Lawley
Goodwyn, Mills & Cawood
P.O. Box 1127
Daphne, Alabama 36526

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-19025

Retirement Systems of Alabama Property

Rezone TR, Tourist Resort District, to HDR, High Density Residential District

October 15, 2019

Subject Property Information

Planning District: 26
General Location: West side of Scenic Highway 98 at the north end of the Grand Hotel Marina
Physical Address: N/A
Parcel Number: A part of 05-45-07-36-0-000-002.004
Existing Zoning: TR, Tourist Resort District
Proposed Zoning: HDR, High Density Residential District
Existing Land Use: Structures and parking associated with adjacent yacht basin
Proposed Land Use: High Density Residential (12 condominium units)
Acreage: 1.27 acres, more or less, of a greater 26.6 acre parcel
Applicant: Tim Lawley – Goodwyn, Mills & Cawood
P.O. Box 1127
Daphne, Alabama 36526
Owner: Retirement Systems of Alabama – Steve Timms
201 South Union Street
Montgomery, Alabama 36104
Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Residential	RSF-2, Single Family District
South	Commercial	TR, Tourist Resort District
East	Golf Course	TR, Tourist Resort District
West	Mobile Bay	N/A
Summary		

The subject property, which consists of approximately 1.27 acres, is currently zoned TR, Tourist Resort District. This property is part of a larger 26.6 acre parcel which is owned by the Retirement Systems of Alabama (RSA). The applicant is requesting a rezoning to HDR, High Density Residential District, in order to develop condominium units. As proposed, 12 units would be constructed in a 4-story building. The Planning Commission considered this case on September 5, 2019, and voted to recommend DENIAL to the County Commission. The applicant has now requested to withdraw this rezoning application.

Section 7.1 TR, Tourist Resort District

7.1.1 *Generally.* This zoning district is intended to provide for tourist lodging facilities and associated resort and recreation activities.

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

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Outdoor recreation uses.
- (d) The following general commercial uses: country club; hotel or motel.
- (e) The following institutional uses: church or similar religious facility.
- (f) The following agricultural uses: Silviculture.
- (g) Accessory structures and accessory uses such as food service, gift or novelty shops, and barber or beauty shops conducted primarily for the convenience of visitors or patrons on the premises and contained within a principal building.

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

- (a) The following marine recreation uses: marina.
- (b) The following general commercial uses: night club, bar, tavern.
- (c) The following local commercial uses: bed and breakfast or tourist home; cafe; convenience store; delicatessen; gift shop; restaurant.
- (d) The following professional service and office uses: office.

7.1.4 *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 XX: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	45
Maximum Height of Structure in Habitable Stories	4
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	20-Feet
Minimum Lot Area	5 Acres

Maximum Impervious Surface Ratio	.80
Minimum Lot Width at Building Line	270-Feet
Minimum Lot Width at Street Line	270-Feet

Proposed Zoning Requirements

Section 4.10 HDR, High Density Residential District

4.10.1 *Generally*. The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

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

- (a) Extraction or removal of natural resources on or under land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Multiple family dwellings (apartments and condominiums).
- (e) Two family dwellings.
- (f) Townhouses.
- (g) Single Family Dwellings.
- (h) Accessory structures and uses.
- (i) Church or similar religious facility.

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

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

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

Maximum Height of Structure in Feet	35
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet

Minimum Side Yards	10-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

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

Maximum Height of Structure in Feet	50
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

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

Maximum Height of Structure in Feet	35
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

4.10.9 *Landscaping and buffering*. All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers*.

Agency Comments

Baldwin County Highway Department:

Seth Peterson

From: Seth L. Peterson

Sent: Tuesday, June 18, 2019 10:21 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>

Subject: RE: Z-19025 RSA Property

DJ,

If the rezoning is approved the applicant will need Final Site Plan approval through the subdivision regulations.

Thanks,

Seth

Frank Lundy

From: Frank Lundy

Sent: Tuesday, June 18, 2019 9:53 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Seth L. Peterson <SPETERSON@baldwincountyal.gov>; Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Vince Jackson <VJACKSON@baldwincountyal.gov>

Subject: FW: Z-19025 RSA Property

DJ,

If approved, traffic impacts including impacts to pedestrian facilities need to be closely reviewed.

Thanks,

Frank Lundy

ADEM, J. Scott Brown:

From: Brown, Scott [<mailto:jsb@adem.alabama.gov>]

Sent: Monday, June 17, 2019 9:17 AM

To: D Hart <DHart@baldwincountyal.gov>

Subject: <EXTERNAL> July zoning cases

Good morning DJ:

Regarding Case No. Z-19025, RSA Property, Point Clear

From a desktop review, the property is in the Coastal Area of Alabama (ADEM Admin. Code r. 335-8-1-.02[k]) adjacent to Mobile Bay and is subject to the enforceable policies of the Alabama Coastal Area Management Program (ACAMP). Though subject property is already highly developed, the beach and nearshore areas are not. Any future plans to alter the beach and/or nearshore environment (e.g., dredging, shoreline armoring, pier construction) would be subject to review and approval by the ACAMP and require a federal permit from the Mobile District U.S. Army Corps of Engineers. Approval of such requests is not guaranteed.

v/r,

J. Scott Brown, Chief

Mobile Field Office

Alabama Department of Environmental Management

251.304.1176

Municipality: City of Fairhope, Buford King, Development Services Manager – Proposed rezoning represents an incompatible land use and is not recommended for approval. Please see the following attached letter for more detailed information.



VIA E-MAIL WITH ATTACHMENTS

June 26, 2019

Ms. D.J. Hart, Planning Technician
Baldwin County Planning and Zoning Department
P.O. Box 220
Silverhill, AL 36576

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

RE: Z-19025 Retirement Systems of Alabama Property

Dear Ms. Hart,

Thank you for your correspondence related to Baldwin County Planning and Zoning Case number Z-19025 related to PPIN 117412, owned by the Teachers Retirement System of Alabama. Based upon the correspondence received, the intent is to rezone 1.27 acres of the greater 26.6 acre parcel from a Baldwin County TR District to a Baldwin County HDR District, with the intent of creating an allowable use for a 12-unit condominium building on the 1.27 acre portion of PPIN 117412.

Once again thank you and County and staff for the opportunity to comment on this rezoning case. Though subject property is zoned by Baldwin County and subject to Baldwin County's zoning ordinance, subject property is also contained within the City of Fairhope's Planning Jurisdiction, Permit Jurisdiction, and Police Jurisdictions. Should any subdivision activities occur on subject property, the City of Fairhope Subdivision regulations shall apply. Further, should three or more units be proposed on subject property, the proposed units will require an application for Multiple Occupancy Project (MOP) to be considered by the City of Fairhope Planning Commission. MOP applications are a component of the City of Fairhope Subdivision regulations and address drainage, traffic, greenspace, and various development matters associated with typical subdivision applications.

A 12-unit development located on 1.27 acres equals a development density of 9.45 units per acre (UPA). In City of Fairhope vernacular, 9.45 units per acre is only slightly below the highest development density allowed by Fairhope's zoning ordinance, unless a higher density is requested by a Planned Unit Development (PUD). Subject property is immediately adjacent to areas zoned Baldwin County RSF-1 and RSF-2, which are, respectively, low density and moderate density single family residential zoning districts.

It is the professional opinion of this City of Fairhope staff member that Case number S-19025, if approved as submitted and the 12-unit condominium building constructed, represents an incompatible land use of high-density development immediately adjacent to low and moderate density single family residential zones. As a result, I do not recommend approval of Baldwin County Planning and

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

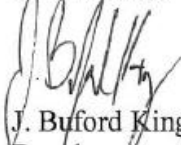
www.fairhopeal.gov

Printed on recycled paper.

VIA E-MAIL WITH ATTACHMENTS

Zoning Case number Z-19025. I am happy to provide follow-up correspondence regarding this case if desired.

Respectfully,



J. Buford King, LEED AP, QCI
Development Services Manager
City of Fairhope Planning and Zoning Department

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 structures and parking associated with the adjacent yacht basin. The property adjoins Scenic Highway 98 to the east and Mobile Bay to the west. The adjoining properties to the south, including the Grand Hotel and related facilities, are commercial (zoned TR, Tourist Resort District). The adjoining property to the north is the location of a single family dwelling (Zoned RSF-2, Single Family District). Additional single family dwellings are located to the north. These properties are zoned RSF-1 and RSF-2. Both are single family residential designations.

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 21, 1993. Residential properties throughout the planning district are primarily zoned either RSF-1 or RSF-2. With a few exceptions, this has remained relatively constant. HDR, which was approved by the Commission on May 16, 2017, did not exist at the time of zoning adoption.

TR, Tourist Resort District, is a unique zoning designation which is only found in Planning District 26. It appears to have been specifically created for the Grand Hotel properties. When the zoning for Planning District 26 was adopted, the property was zoned R-B, Resort District. This district was provided for transient lodging establishments consisting of one or more buildings for this purpose, including accessory uses such as eating and drinking facilities, recreation facilities, and golf courses, not intended for long term uses. It appears that this designation was similar to the Tourist Resort District. The TR designation was created and applied to the subject property with the adoption of the consolidated zoning ordinance on April 6, 1999.

There has been one previous request to rezone property from TR, Case Z-15023, Retirement Systems of Alabama Property. This request involved the rezoning of approximately 2.02 acres, located at the southwest end of Quail Run in the Lakewood Subdivision, from TR to RTF-4, Two Family District, in order to match the current use of adjacent properties. The rezoning was approved by the County Commission on January 1, 2016.

Regarding multifamily rezonings (previously known as R-6, now known as RMF-6), the following have been approved in Planning District 26:

- Case Z-06032, Barnes Property

This request involved two parcels, consisting of approximately one acre, located on the south side of County Road 32, east of Scenic Highway 98. The properties were rezoned from B-2, Neighborhood Business District, to R-6, Multiple Family District, in order to allow townhomes in conjunction with a proposed mixed-use development which never materialized. The properties were recently subdivided into three lots.

- Case Z-09017 and Case Z-09018, Kaylor & Point Clear Landing Association, Inc. Property

These cases were related to the condominium development known as Point Clear Landing. The majority of the development was constructed in 1983, approximately 10 years prior to the adoption of zoning. The purposes were to rezone the properties from RSF-1 to RMF-6 (Case Z-09017) and approve a Planned Residential Development (PRD) site plan (Case Z-09018) in order to allow six additional units and address conformity issues. The cases were approved on August 18, 2009.

Current zoning designation nomenclature was adopted on July 21, 2009.

In addition to the above listed rezoning cases, the condominium development known as Over the Bay Condos was constructed in 1984. This development is located to the north of the subject property, and south of Point Clear Landing. The property is zoned RSF-1, Single Family District. The owners have never requested rezoning to a multiple family designation and, the development is grandfathered and nonconforming.

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

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Commercial has been provided for the subject property. This category is provided for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be

included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, MR and TR.

Approval of the rezoning will necessitate an automatic change in the future land use designation to Residential. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD.

It should be noted that the adjacent property to the north carries a future land use designation of residential. However, based on the comments above, the proposed zoning does not better conform to the Master Plan.

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

Comments of Frank Lundy, Baldwin County Highway Department

From: Frank Lundy

Sent: Tuesday, June 18, 2019 9:53 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Seth L. Peterson <SPETERSON@baldwincountyal.gov>; Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Vince Jackson <VJACKSON@baldwincountyal.gov>

Subject: FW: Z-19025 RSA Property

DJ,

If approved, traffic impacts including impacts to pedestrian facilities need to be closely reviewed.

Thanks,

Frank Lundy

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

Development on the subject property, whether under the current zoning or the proposed zoning, will affect traffic patterns and congestion. The exact impact, however, is difficult to ascertain. Traffic impacts and required improvements, if needed, will be addressed during later phases of the project if the rezoning is approved. A turnout permit, if required, will need to be submitted prior to the issuance of a Land Use Certificate.

See comments of Frank Lundy listed above and under agency comments.

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.

As stated previously, the subject property is currently occupied with structures and parking associated with the adjacent yacht basin. The property adjoins Scenic Highway 98 to the east and Mobile Bay to the west. The adjoining properties to the south, including the Grand Hotel and related facilities, are commercial (zoned TR, Tourist Resort District). The adjoining property to the north is the location of a single family dwelling (Zoned RSF-2, Single Family District). Additional single family dwellings are located to the north. These properties are zoned RSF-1 and RSF-2. Both are single family residential designations.

The nearest multifamily developments are Over the Bay Condos and Point Clear Landing. Both are located to the north of the subject property along Scenic Highway 98, but neither are adjacent. In addition, both developments were constructed prior to the adoption of zoning in Planning District 26. Point Clear Landing, however, received approval to add six additional units in 2009 (Case Z-09018).

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

This application represents the first request for HDR since the designation was adopted in 2017. Adjacent properties are zoned RSF-2 and TR. Additional single family properties to the north are zoned RSF-1 and RSF-2. As a result, there is no existing HDR to serve as a logical expansion of an adjacent zoning district. Please see additional information on the HDR designation which is listed above and under standard number 11.

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

With a few exceptions, the residential properties throughout Planning District 26 are zoned either RSF-1 or RSF-2. This planning district is predominantly an area of large lots with low to moderate density. Staff believes that this trend will continue and knows of no trends towards higher density development. As a result, timing is not a factor which would favor approval of this request.

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 in the VE (12-13) and AE (10-11) flood zones. Zone V identifies the coastal high hazard area on the Flood Insurance Rate (FIRM) Maps. The coastal high hazard area is defined as an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any area subject to high velocity wave action from storms or seismic sources. Buildings in V zones are subject to a greater hazard than buildings built in other types of floodplains. Such buildings are required to be elevated above the Base Flood Elevation (BFE) and must also be protected from the impact of waves, hurricane-force winds and erosion. Under the *Baldwin County Zoning Ordinance*, a setback of 50-feet landward of the reach of mean high tide is required for buildings or structures located within coastal high hazard areas.
- The ground elevation of the subject property ranges from 1 foot to 5 feet. This information was obtained from Baldwin County GIS.
- Adjacent property to the north is located within the Point Clear/Battles Wharf Historic District. The subject property, however, is not located within the historic district and is therefore not subject to the requirements of the Baldwin County Architectural Review Board.
- ADEM Response

Regarding Case No. Z-19025, RSA Property, Point Clear

From a desktop review, the property is in the Coastal Area of Alabama (ADEM Admin. Code r. 335-8-1-.02[k]) adjacent to Mobile Bay and is subject to the enforceable policies of the Alabama Coastal Area Management Program (ACAMP). Though subject property is already highly developed, the beach and nearshore areas are not. Any future to alter the beach and/or nearshore environment (e.g., dredging, shoreline armoring, pier construction) would be subject to review and approval by the ACAMP and require a federal permit from the Mobile District U.S. Army Corps of Engineers. Approval of such requests is not guaranteed.

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

This a broad standard which often indicates potential impacts which could extend beyond a given planning district. In the case at hand the proposed construction in the coastal high hazard area represents a potential effect on health, safety and welfare. The coastal high hazard area is discussed in more detail under standard number 9, listed above.

11.) Other matters which may be appropriate.

The intent of the HDR, High Density Residential District, is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

The designation was created because of inquiries from developers with an interest in high density residential development, primarily multifamily, in the zoned areas of the County. At the time, the zoning ordinance limited density to six dwelling units per acre. As a result, developers would often seek annexation into municipalities in order to achieve their desired density. Adoption of HDR provided a true high density zoning designation to allow future high density developments to remain under County zoning, with the intention that the designation would be applied in the zoned areas which are adjacent to the larger municipalities (Case T-17001, adopted by the County Commission on May 16, 2017).

Staff Comments and Recommendation

As stated previously, the subject property, which consists of approximately 1.27 acres, is currently zoned TR, Tourist Resort District. This property is part of a larger 26.6 acre parcel which is owned by the Retirement Systems of Alabama (RSA). The applicant is requesting a rezoning to HDR, High Density Residential District, in order to develop condominium units. As proposed, 12 units would be constructed in a 4-story building. This case was first considered at the July 11, 2019, Planning Commission meeting and was tabled. On September 5, 2019, the Planning Commission voted to recommend DENIAL to the County Commission.

This is a difficult case with substantial opposition which represents an effort to preserve the large lot development pattern which has historically existed in Point Clear. More specific reasons are provided in the emails and letters received by staff which are attached to this staff report. The applicant, on the other hand, argues that TR is essentially a commercial designation and that the proposed rezoning would be less intrusive to adjacent properties. A letter from the applicant, which provides additional reasons for approval is also attached.

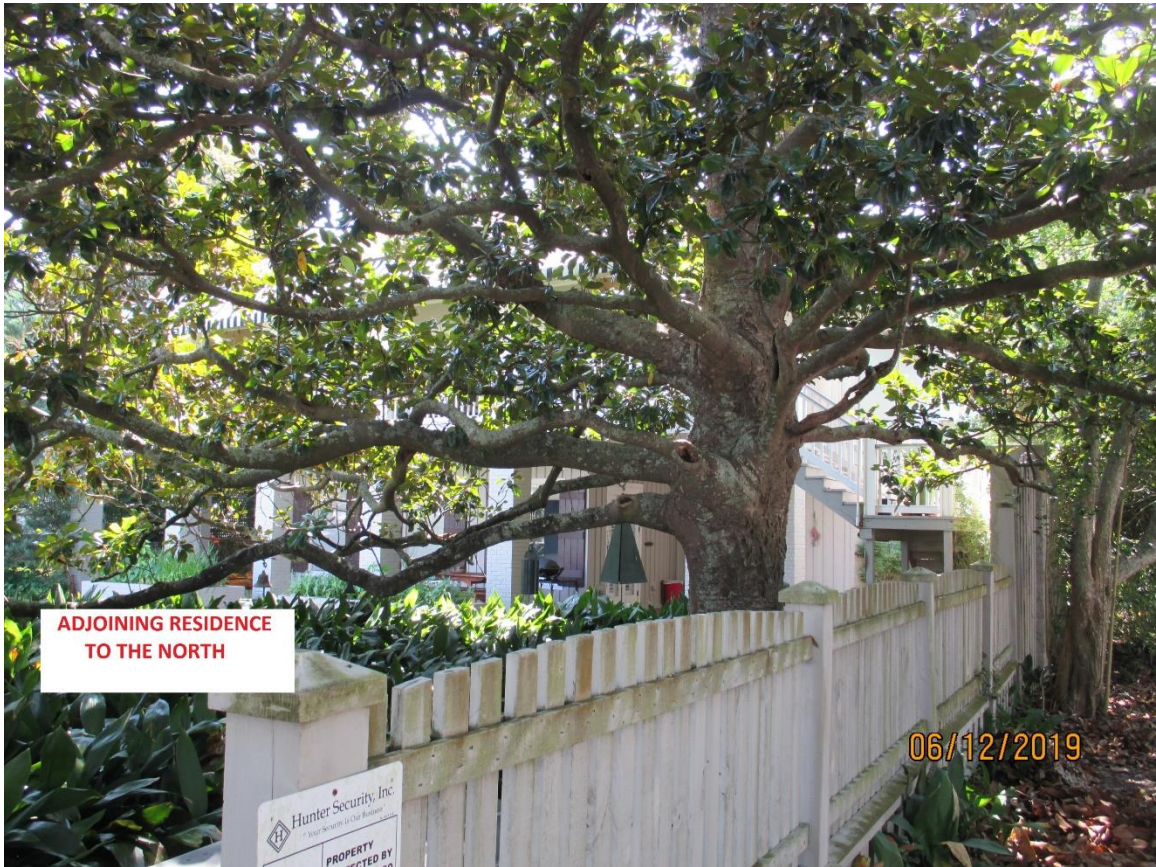
The Planning staff is aware of the uses which are allowed by right and through the Special Exception process under the current zoning. A permitted use, such as a hotel, could be constructed subject to meeting all applicable requirements. The applicant has submitted a site plan showing the footprint for a possible hotel on the subject property (See attached). Based on the information provided, the hotel would have three (3) habitable stories with 51 guest rooms and nine (9) 2 Bay Suites. The footprint would be larger than the proposed condominium building, but appears to meet zoning requirements. The applicant has also submitted an aerial photograph showing the footprint of the condominium building as it would relate to the existing footprints of buildings located on the adjacent properties to the north (See attached). This includes Over the Bay Condos (Q) and Point Clear Landing (W). From the perspective of the applicant, the HDR zoning and the condominium building would represent better options for adjacent properties due to providing transitional zoning between the single family properties and the remaining Tourist Resort property, and due also to the proposed smaller footprint. Staff, however, has concerns with this request based on the incompatibility of a multifamily structure adjacent to a single family dwelling, the location of the proposed development in the coastal high hazard area and the intent of the HDR zoning. It should be noted that this application represents the first request for HDR. Although every rezoning is unique and is evaluated on its individual merits, this case will set a precedent for future HDR applications. As a result, staff believes that the intent of HDR as envisioned at the time of adoption should be followed. This designation would be more appropriately applied in an area adjacent to a municipality with separation and transitional zoning between the high density residential uses and single family uses.

The applicant has now requested to withdraw this application. Due to the timing of the submission, the withdrawal is automatic. However, the scheduled public hearing must still be opened. Staff recommends acceptance and acknowledgement of the WITHDRAWAL of Case Z-19025, Retirement Systems of Alabama Property.

Property Images





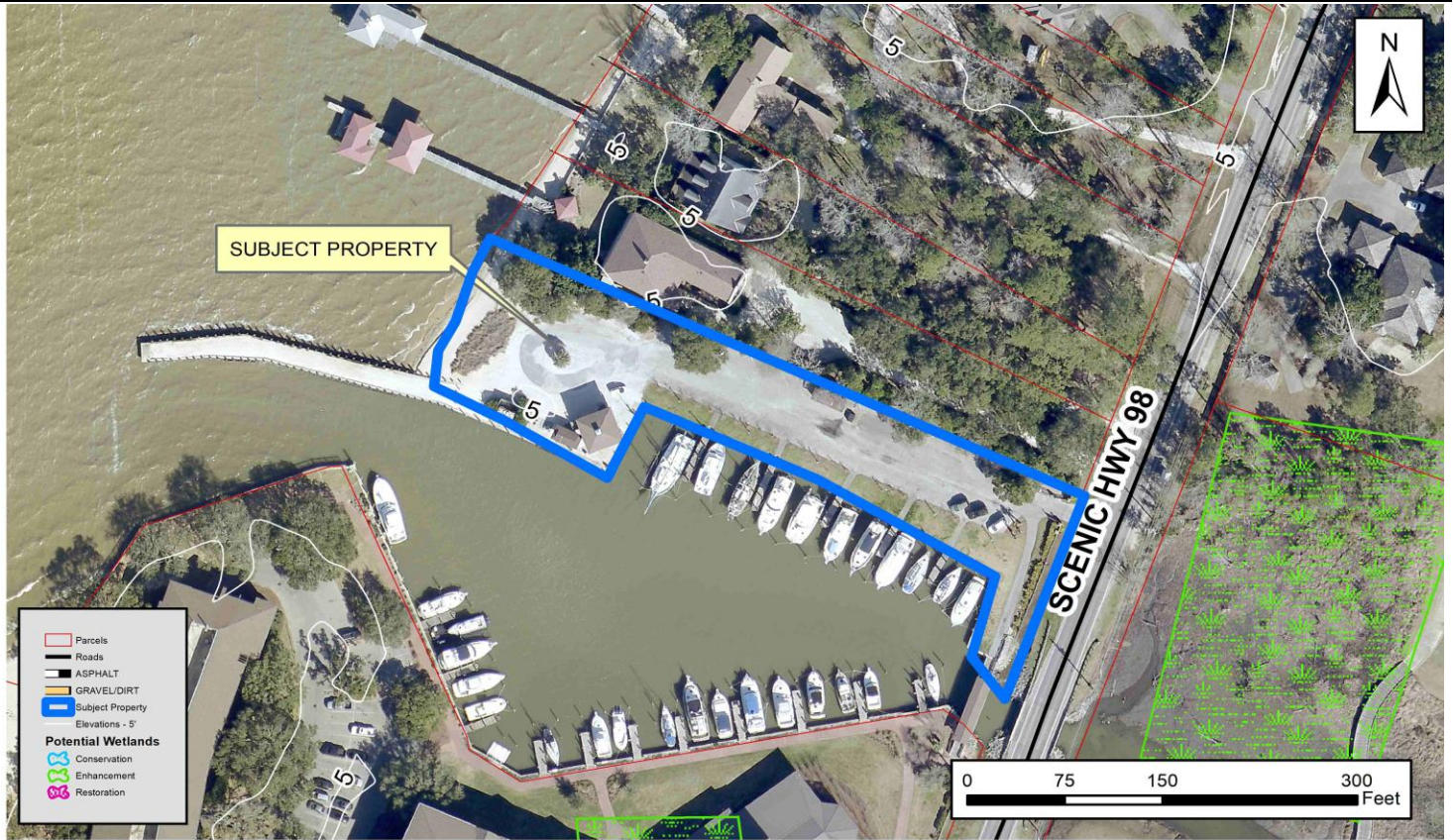




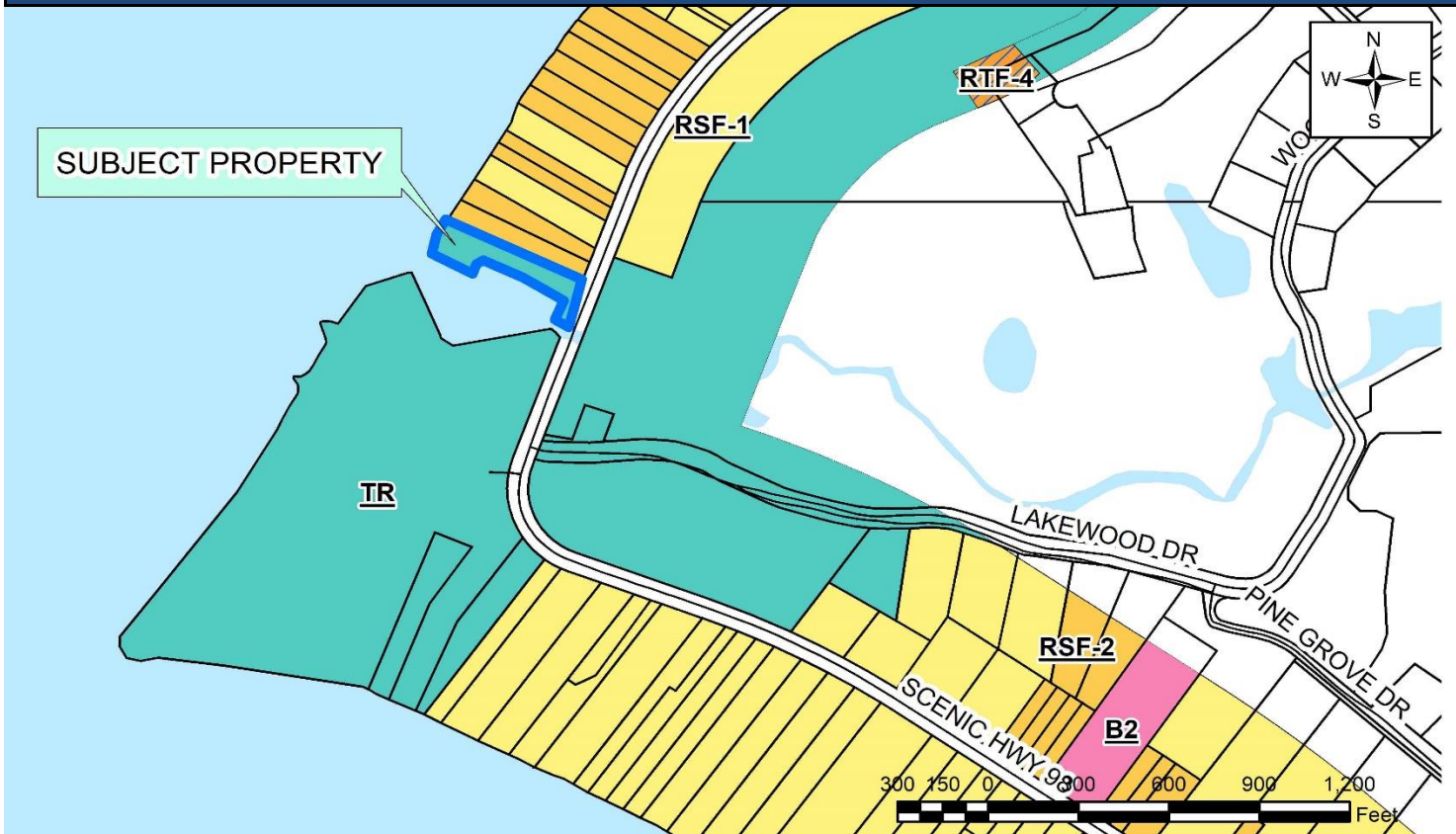
ADJOINING PROPERTY
TO THE EAST

06/12/2019

Site Map



Locator Map





Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

www.gmcnetwork.com

June 26, 2019

Mr. Vince Jackson, Planning Director
Baldwin County Planning and Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

Re: Z-19025

Dear Vince,

It is our understanding that the county has received several emails and letters in opposition to the above referenced case. After review of the letters and emails, it appears most of the concern is in regards to establishing a higher density zoning and possibly setting a precedent.

The application under consideration is to rezone the north 1.27 acres of the 27 acre grand hotel property from TR (Tourist Resort) to HDR (High Density Residential). The current TR Zoning is essentially a commercial zoning that has allowable uses including hotels, motels, country clubs, churches, food service, gift/novelty shops, barber shops, marinas, night clubs, bars, taverns, bed and breakfast, tourist home, convenience stores, restaurants, and offices. The proposed HDR zoning is a residential zoning that has allowable uses of multiple family dwellings, two family dwellings, townhouses, single family dwellings, churches, day care, fire station, school, and country club.

The subject property is owned and operated by RSA as an investment property for the benefit of the numerous state employees invested in the retirement system. We have been exploring development strategies for this specific area for several years and feel that the proposed use of condominiums in this area is a reasonable and appropriate use for the subject property. The proposed rezoning also employs good planning procedures as the proposed HDR zoning would be a step down from the allowable commercial uses with in the TR zoning to the single family residential zoning immediately to the north. It would essentially provide a buffer of privately owned condominiums between the hotels and residence to the north. It should be noted that as the property is currently zoned, numerous commercial uses could be implemented in the same subject area.



In response to the specific items noted in the letter received from the Point Clear Property Owners Association, Inc. (Dated 6/19/19), we offer the following.

1. The proposed HDR zoning is more compatible with the adjoining properties to the north as they both allow residential uses.
2. Condominiums are not a more intrusive use than the existing allowable uses.
3. Low density single family uses will not take place on the subject property regardless of whether or not it is rezoned. As stated above, the proposed zoning follows good planning procedures and provides a step down between the TR zoning and Single Family Zoning.
4. Any traffic concerns will be addressed at the time of development. It should be noted that 12 condominiums would result in significantly less traffic than development of additional hotel rooms and/or a restaurant in the subject area. With this being the only TR zoning in point clear, it is not possible for a precedent to be set. The request to go from TR zoning to HDR zoning is going from a higher zoning category to a lower zoning category (essentially commercial to residential). This would not set a precedent for properties zoned single family residential to be rezoned to HDR, as this would be going from a lower zoning category to a higher zoning category.
5. The proposed zoning is consistent with the current allowable uses within the TR zoning. The proposed zoning is less intrusive than the current zoning.
6. As stated above, the proposed zoning follows good planning procedures and provides a step down between the TR Zoning and Single Family Zoning.
7. The proposed zoning will have no adverse effects on the health, safety, and welfare of the community.

Regarding the submittal procedure of the application, we met with and discussed the application with county staff prior to submittal. County Staff advised that a subdivision is not required for the rezoning.

We respectfully ask for your consideration of approval of the referenced rezoning case. As you always do, we request that this application be reviewed on its technical merit, and not on any unsubstantiated fear of a possible spread of High Density Residential Zoning throughout the area.

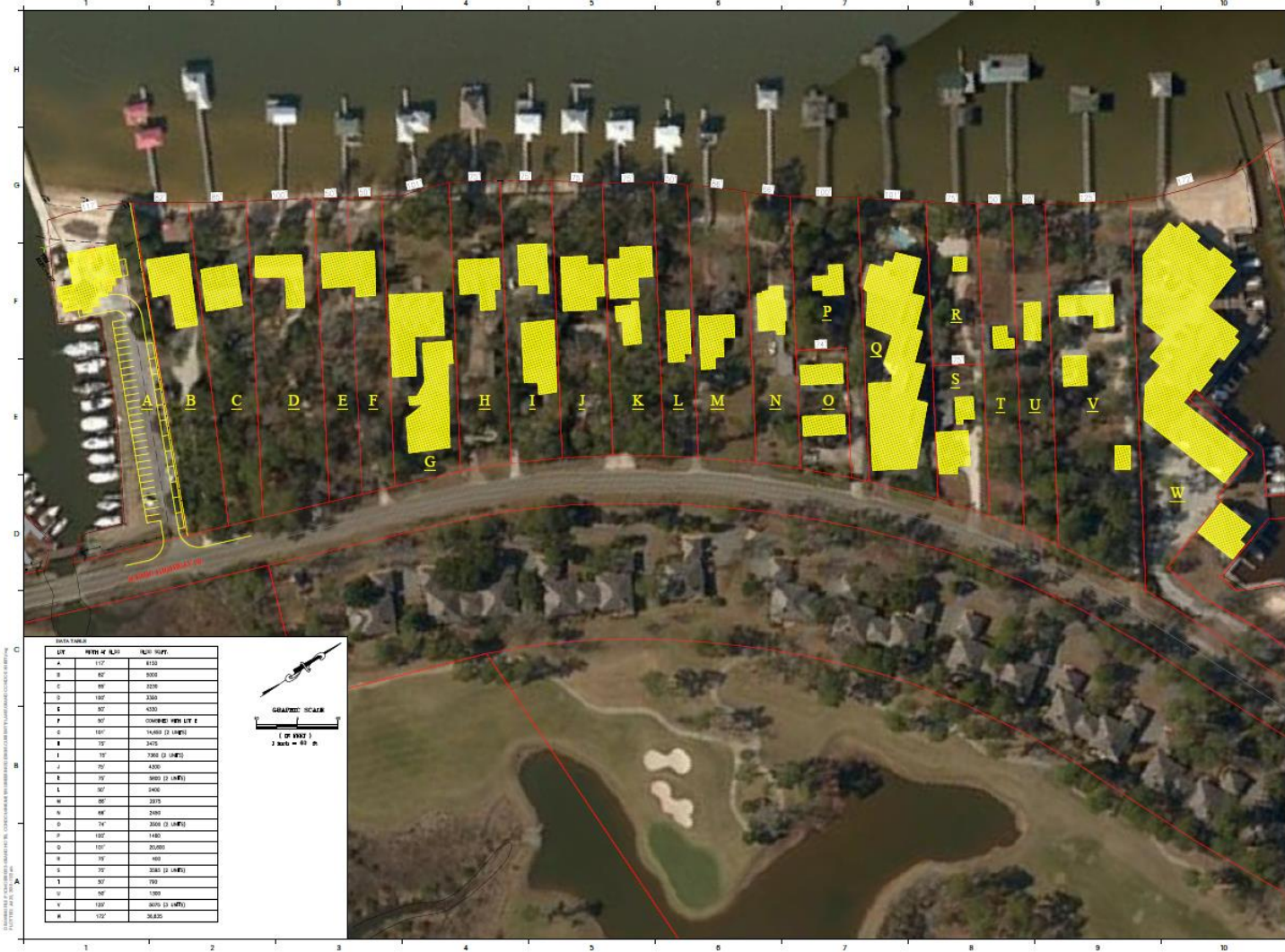
Sincerely,

GOODWYN, MILLS & CAWOOD, INC.

A handwritten signature in blue ink, appearing to read 'Tim Lawley', with a stylized flourish at the end.

Timothy D. Lawley, P.E.
Project Manager

CMO8190012



DATA TABLE

LOT	PERM. AC. ALLOW.	ACRES
A	1.17	0.12
B	0.87	0.09
C	0.87	0.09
D	1.07	0.11
E	0.87	0.09
F	0.87	0.09
G	1.07	0.11
H	1.07	0.11
I	1.07	0.11
J	1.07	0.11
K	1.07	0.11
L	1.07	0.11
M	1.07	0.11
N	1.07	0.11
O	1.07	0.11
P	1.07	0.11
Q	1.07	0.11
R	1.07	0.11
S	1.07	0.11
T	1.07	0.11
U	1.07	0.11
V	1.07	0.11
W	1.07	0.11

SITE EXHIBIT

RSA - GRAND HOTEL
MARINA CONDOMINIUMS
FAYETTEVILLE, ALABAMA

JULY 2019

2039 Main Street
Daphne, AL 36526
T 251-628-2626
GMCNETWORK.COM

GMC

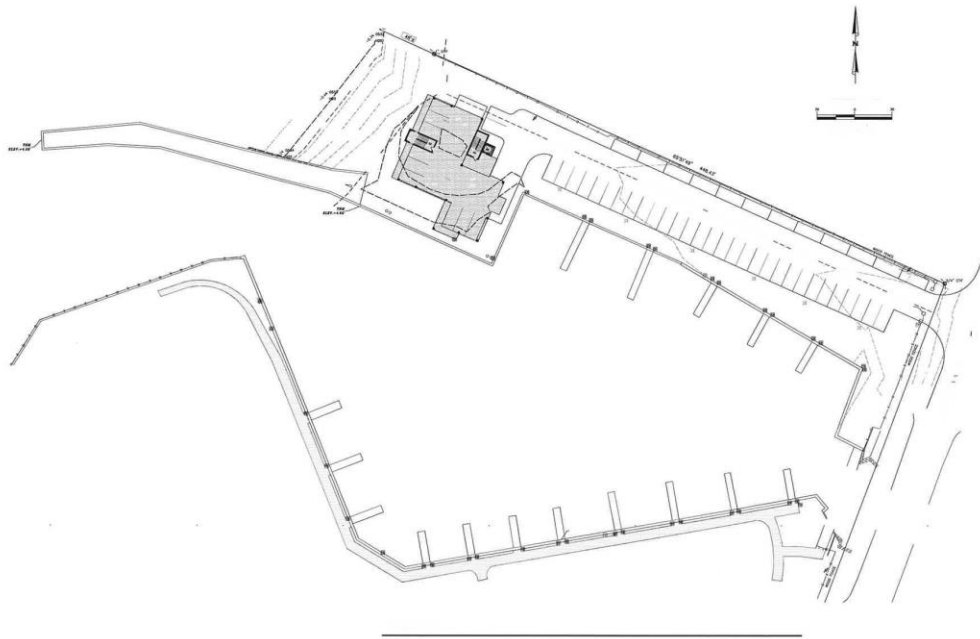
C1.01
SHEET 1 OF 1

GMC Project: CMC2610012

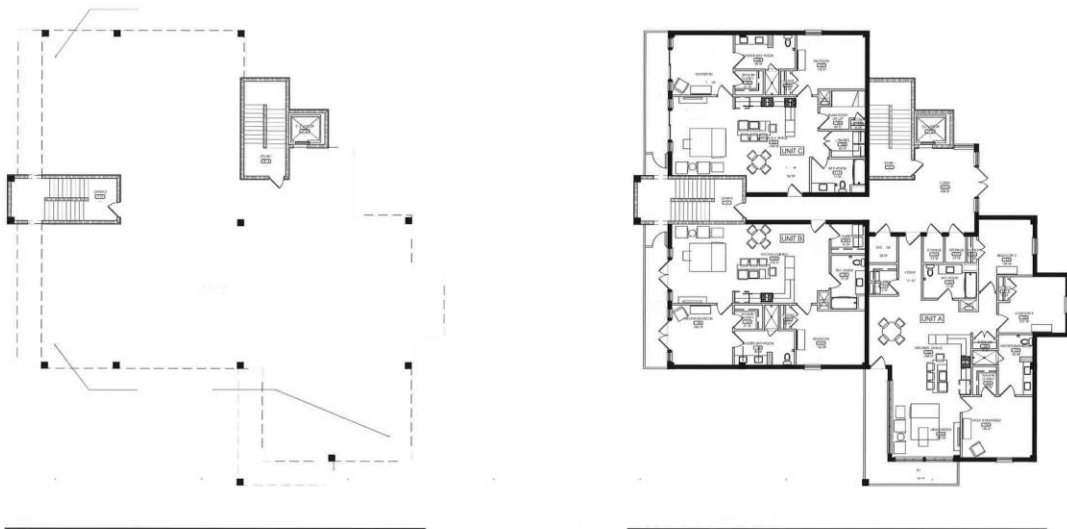
DATE

DESIGNED BY

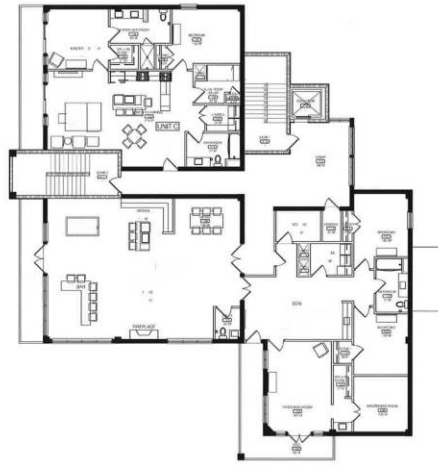
DATE

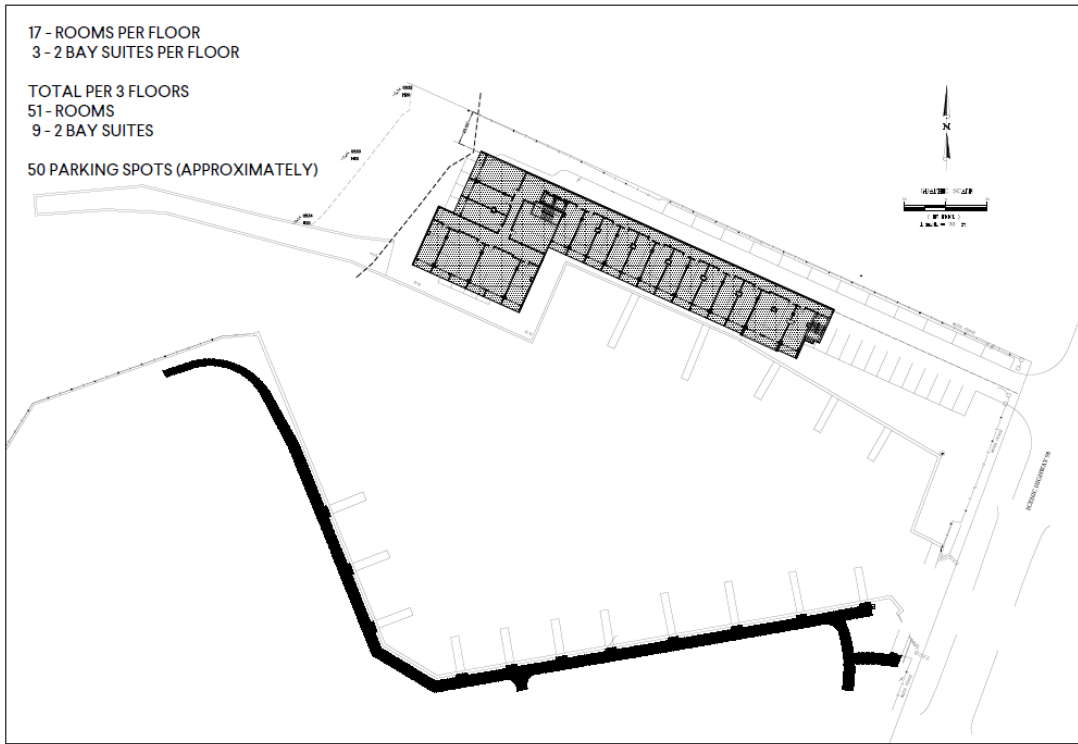


GMC



GMC





SITE PLAN
SCALE: 1" = 20'

A NEW HOTEL for the RETIREMENT SYSTEMS of ALABAMA

Point Clear, Alabama

May 1st, 2019

GMC

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: Z-19025 RSA Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 10/15/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-19025 RSA Property

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/18/2019, 09/25/2019, 10/02/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 10/02/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 303720

Case No. Z-19025 Retirement Systems of Alabama Property

Amount of Ad: \$360.96

Legal File# Case No. Z-1902

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF
PUBLIC HEARING
Case No. Z-19025
Retirement Systems
of Alabama Property
Planning District 26

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Tim Lawley of Goodwyn Mills & Cawood on behalf of Retirement Systems of Alabama, owner of property located North End of Grand Hotel Marina in Planning District 26. The applicant is requesting approval to rezone 1.27± acres from TR - Tourist Resort District to HDR, High Density Res. District. The Parcel Identification Number is 05-45-07-36-0-000-002.004.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, October 15, 2013, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

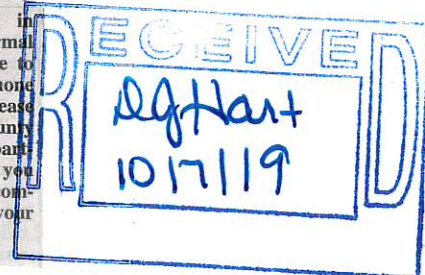
The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse.

201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
September 18-25;
October 2, 2019



Printer Affidavit:

This is to certify the attached advertisement

Appeared in Wednesday Issue of Gulf Coast Media.
The Courier, The Islander & The Onlooker
Publication Date(s):

September 25, 2019

Account # 9871101 PO # _____

Cost \$ 336.00 Ad # 248693

2-19025

Bethany Randall

Bethany Randall

Sales Representative

Bill To:

BC Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of October, 20 19

Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



Magnolia Springs citizens calling Town Hall in place of Sheriff's Department

By JESSICA VAUGHN
jessica@gulfoastmedia.com

MAGNOLIA SPRINGS — Magnolia Springs Town Hall has been experiencing issues lately with citizens calling to report suspicious or out-of-line behavior to the town instead of the Baldwin County Sheriff's Department. Town Clerk Jenny White states she cannot call the Sheriff's Department on citizens' behalf, leading to many problems going unresolved.

The discussion began when councilmember Ben Dykema expressed concerns about the ongoing problem at Magnolia Springs' public accesses where vehicles congregate over the weekend, blocking roads and driveways.

"There's a little disenchantment that we are able to put signs that say, 'do this, don't do that,' but in terms of enforcing our no parking signs or our sunrise to sunset signs we don't have a lot of police enforcement,"

said Dykema. "We have a security guard, but we're mainly depending on the best natures of the people who are using these accesses. It's a problem looking for a solution, and I don't have it."

Deputy Greg Smith says the biggest issue the Sheriff's Department has is most times he learns about any weekend problems on Monday morning, far too late for anything to be done about it. Instead of calling the Sheriff's De-

partment when witnessing misbehavior, Smith states many people wait until Monday to call Town Clerk Jenny White and report the issue to her.

"You've got to call us when something's going on," Smith said. "There's someone around the town 24/7, and we're going to respond to all calls ... But unless we know what's going on, there's nothing we can do. If you call, we're coming. If we know what's happening

then we can address it case by case."

White says during summer a big issue was children jumping off the bridge, and that she received calls daily from citizens who requested she call the Sheriff's Department to report it happening. She handed out the department's number each day, as she was unable to call the information in.

"A lot of people don't want to be the ones calling into the Sheriff's Department to report

things, but I can't call to report something I'm not witnessing myself," White said. "That's what I keep telling citizens when they call in: if you see something going on, no matter what time of day, call the Sheriff's Department right then."

The Baldwin County Sheriff's Department can be reached at 251-972-6802, and they encourage Magnolia Springs citizens to give them a call if they witness illegal or out-of-line behavior.

Gear Jammers donate local charitable organizations

SUMMERDALE — The Gear Jammers Car Club of Baldwin County held its monthly meeting at LA Bar-B-Que Restaurant in Summerdale on Monday, Sept. 9.

During the meet-

ing checks of \$500 each were presented to the following charitable organizations, the Lighthouse of Baldwin County, Care House Baldwin County Child Advocacy Center,

Mary's Shelter Gulf Coast and Stitch N Friends Quilt Club.

"We are proud to support them for what they do for Baldwin County and its citizens," said Frankie Kucera.



Club members Bill and Petri Coley presenting a check to Pam Madden with the Stitch N Friends Quilt Club, Robertsedale.



SUBMITTED PHOTOS

Club members and club secretary Janie Von Lehmden and club treasurer Oleta Schoolcraft presenting a check to Niki Whitaker with the Care House Baldwin County Child Advocacy Center in Summerdale.



LEFT: Club members and club vice-president Dave and Dena Hitchcock presenting a check to Christine Landers with Mary's Shelter Gulf Coast, Elberta.

Not pictured but also receiving a check was the Lighthouse of Baldwin County, Robertsedale.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsedale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsedale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-19025 Retirement Systems of Alabama Property Planning District 26

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Tim Lawley of Goodwyn Mills & Cawood on behalf of Retirement Systems of Alabama, owner of property located North End of Grand Hotel Marina in Planning District 26. The applicant is requesting approval to rezone 1.27± acres from TR - Tourist Resort District to HDR, High Density Res. District. The Parcel Identification Number is 05-45-07-36-0-000-002.004.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, October 15, 2019**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsedale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsedale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

BURGLARY

CONTINUED FROM 1

area on foot.

According to reports, he was picked up by deputies with the Baldwin County Sheriff's Department on Wednesday.

Young and two other men, Jakob Tanner Smith and Daniel Jacob

Findley, both 19 and from Seminole, were identified as suspects in a rash of burglaries reported to the Robertsedale Police Department on Tuesday, including:

- Burglary and vehicle theft at Danny's Hydraulics.
- Burglary at the concession stand at the Robertsedale High

School ballfields.

- Burglary and theft of two vehicles at Practical Pools.
- Burglary at Dearborn Construction.

Several reports of vehicle breaking and entering were also reported from Sandlewood Apartments, Village Apartments and residents on Florida Street.

"Through the investigation we were able to obtain video and other evidence relating to these reports," Bishop said.

Smith and Findley, who were in the vehicle with Young, were arrested at the scene and charged with three counts of burglary; two counts of vehicle theft and four counts of unlawful breaking and entering of a vehicle.

According to the release issued Wednesday, Robertsedale Police had issued warrants for Young for two counts of burglary, two counts of motor vehicle theft and four counts of unlawful breaking and entering of a motor vehicle. Young has been arrested on those charges, Bishop said, but no additional charges have been reported.

This case remains under investigation.

LOVE is in the DETAILS

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CUSTOM HOUSE
FINE JEWELRY SINCE 1949

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Foley, AL 36535-4771
Beside Gulf Shores Restaurant

Hours:
Tues.-Sat. 10am-5pm
www.manningjewelry.com

248693

**Planning and Zoning
Department**

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: Z-19025 RSA Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 9/5/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-19025 RSA Property

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

06/26/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler

Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 06/26/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 300651

Case No. Z-19025 Retirement Systems of Alabama Property

Amount of Ad: \$109.48

Legal File# Case No. Z-1902

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
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Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-19025
Retirement Systems of
Alabama Property
Planning District 26

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Tim Lawley of Goodwyn Mills & Cawood on behalf of Retirement Systems of Alabama, owner of property located on the North End of Grand Hotel Marina in Planning District 26. The applicant is requesting approval to rezone 1.27± acres of a 26.6 acre parcel from TR - Tourist Resort District to HDR, High Density Res. District. The Parcel Identification Number is 05-45-07-36-0-000-002.004.

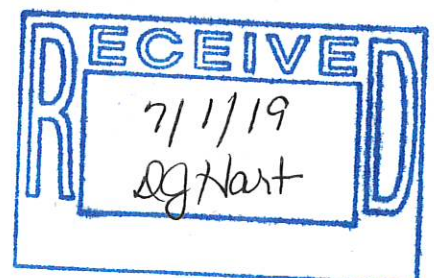
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, July 11, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
June 26, 2019



Vince Jackson

From: Jay Watkins <JWatkins@maynardcooper.com>
Sent: Wednesday, October 02, 2019 3:39 PM
To: bhicks@stonecrosby.com; Vince Jackson; Tim Lawley
Subject: <EXTERNAL> Application Z-19025 - Retirement Systems of Alabama - Marina Property

Mr. Jackson – Please accept this as written notice from the Retirement Systems of Alabama of its withdrawal of the above application for re-zoning. I understand from Brad Hicks that no further approval is required given the timing of this notice of withdrawal. Please confirm your receipt of this message and that that the above application is withdrawn and will not be heard on October 15, 2019.

Please advise if anything further is required in connection with this request.

Thank you,
James F. Watkins

James F. Watkins
11 North Water Street, Suite 24290
Mobile, AL 36602-5024
T: 251.432.0023
www.maynardcooper.com



Confidentiality Notice - The information contained in this e-mail and any attachments to it is intended only for the named recipient and may be legally privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it. Thank you.



Baldwin County Commission

Agenda Action Form

File #: 19-2234, **Version:** 1

Item #: DP4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

Case No. Z-19037 - Wells Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-004, which approves Case Z-19037, Wells Property, as it pertains to the rezoning of 1.01 acres, more or less, as located in Planning (Zoning) District 30, from RSF-1, Single Family District, to RSF-3, Single Family District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject request involves one parcel which consist of approximately 1.01 acres. The current zoning is RSF-1, Single Family District, and the requested zoning is RSF-3, Single Family District, for the purpose of allowing the existing parcel to be divided into three (3) lots.

The Planning Commission considered this request at its September 5, 2019 meeting 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: N/A

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration and Planning and Zoning Department

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

Notice of Action to the Following:

Mr. Brian K. Wells

PO Box 1035

Orange Beach, Alabama 36561

Additional instructions/notes: Amend Zoning Map



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case No. Z-19037
Wells Property

Rezone RSF-1, Single Family District to RSF-3, Single Family District
October 15, 2019

Subject Property Information

Planning District: 30
General Location: South side of County Road 12 S
Physical Address: 20828 County Road 12 S
Parcel Number: 05-61-05-16-0-001-008.000
Existing Zoning: RSF-1, Single Family District
Proposed Zoning: RSF-3, Single Family District
Existing Land Use: Residential
Proposed Land Use: Divide into three (3) lots
Acreage: 1.01± acres
Applicant: Brian K. Wells
PO Box 1035
Orange Beach, AL 36561
Owner: Brian K. Wells
Lead Staff: Linda Lee, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Agricultural	RA, Rural Agricultural District
South	Residential	RA, Rural Agricultural District
East	Residential	RSF-1, Single Family District
West	Church	RA, Rural Agricultural District

Summary

The subject property is currently zoned RSF-1, Single Family District, and occupied with a dwelling and an accessory structure. The property adjoins County Road 12 to the north. The adjoining properties are residential, agricultural, and a church. The requested zoning designation is RSF-3, Single Family District. According to the applicant, the purpose of this request is to allow for the existing parcels to be divided into three (3) lots.

The Baldwin County Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend APPROVAL to the County Commission. Staff concurs with that recommendation.

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

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 4.4 RSF-3, Single Family District

4.4.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

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

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

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

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

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

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

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

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Baldwin County Subdivision Department:

From: Mary Booth

Sent: Monday, August 12, 2019 3:05 PM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Seth L. Peterson <SPETERSON@baldwincountyal.gov>; Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>

Subject: RE: ~~Z-19038~~ Z-19037

DJ,

Per Section 5.1.1, lots with less than 120' in width must have curb and gutter and front on a paved road. Per Section 5.5.7, for the lots not fronting on CR12, will need to front on and have continuous access from a paved road. The paved road will need to be paved to County design standards.

If you have any other questions, please let me know.

Thanks,

Mary Booth, Permit Subdivision Coordinator

Municipality:

From: Miriam Boutwell [mailto:mboutwell@cityoffoley.org]

Sent: Saturday, August 10, 2019 9:33 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Chad Christian <cchristian@cityoffoley.org>

Subject: <EXTERNAL> Re: Z-19037

I don't see an issue with the rezoning. The City of Foley Future Land Use is Residential Medium Density so this seems to be compatible.

I know this will come later but when they come back to subdivide, how is the rear lot going to be accessed? An easement across one of the other parcels? It sounds like this wouldn't be a family split since the owner has a Gulf Breeze address? I'm not sure if an easement will work or if the rear lot would have to be a flag lot. I've copied our City Engineer in case he has comments.

Again - we realize this is just zoning at this point. We just want to make sure the future subdivision doesn't affect your minimum lot sizes for the zone.

Thanks,
Miriam

Miriam Boutwell, MPA, AICP, CFM
Community Development Director
Planner/Building Official

Baldwin County Highway Department:

On Aug 22, 2019, at 3:40 PM, Linda Lee <LLee@baldwincountyal.gov> wrote:

Good Evening,

Can one of you tell me if the County has any plans for road improvements on County Road 12 S between State Hwy 59 and James Road?

Thank you,

Linda Lee

Not aware of any at this time. The County's portion of this road was resurfaced about a year or so ago.

Thanks,
Frank

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 zoned RSF-1, Single Family District and occupied with a dwelling and an accessory structure. It consists of approximately 1.01 acres more or less. The requested designation is RSF-3, Single Family District. The purpose of this request is to allow for the property to be divided into three (3) lots. The adjacent properties are agricultural, residential and a church.

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

Planning District 30 was zoned in February 1995. Since that time land uses have gone from mostly rural agricultural to include several residential subdivisions. Meadow Run Estates was platted in 1996. Willow Lakes was platted in 2003 and 2005. Cottages on the Green Phase One was platted in 2005.

From 1995 Map

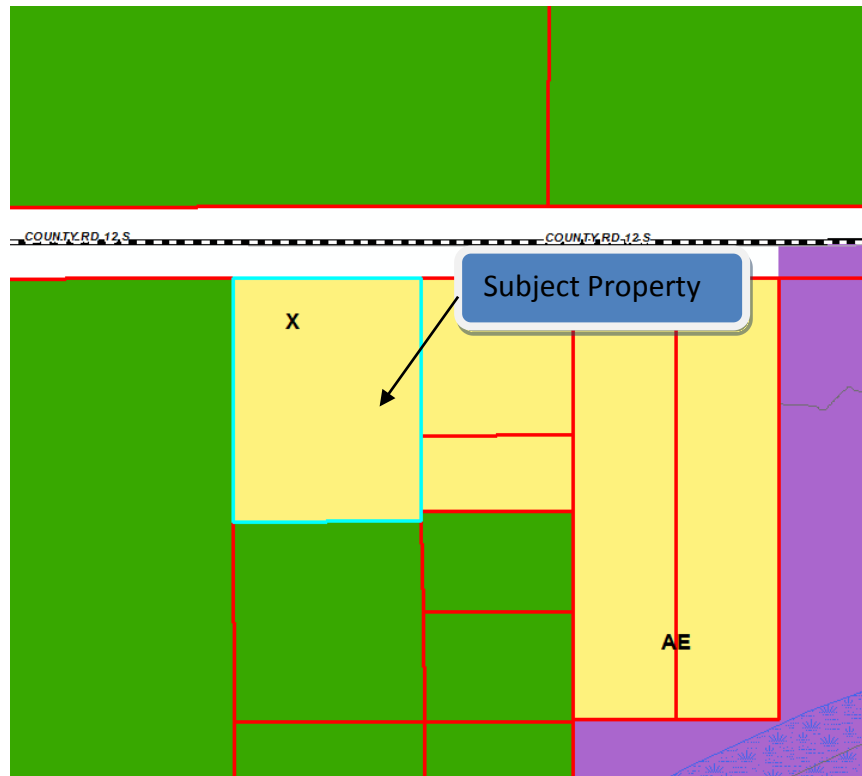


From 1999 Map



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

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.



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

Staff is unaware of any planned public improvements. Per the Highway Department the County's portion of this road was resurfaced about a year or so ago.

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

Per the Federal Highway Administration the functional classification of County Road 12 S is major collector. Collectors serve a critical role in the roadway network by gathering traffic from Local Roads and funneling them to the Arterial network. Two additional dwellings should not adversely affect traffic congestion.

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.

As stated previously, the subject property is currently occupied with a dwelling and an accessory structure. The adjacent properties are zoned residential single family. The proposed zoning designation is residential single family.

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

Although there aren't any properties zoned RSF-3 in the county portion of this vicinity, the subdivisions to the west and northeast contain lots that are smaller than the minimum lot size of 10,000 square feet for the RSF-3 zoning designation. West of this property is property zoned RMF-6 which has a minimum lot size of 6,500 square feet. The proposed lots are similar in size to three lots east of this parcel.

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

This area of Planning District 30 is mostly zoned RA, Rural Agricultural with a few properties zoned RSF-1 and RMF-6. This area is also surrounded by the city of Foley with several residential subdivisions providing smaller lot sizes. Timing is not a factor with this request.

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

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request.

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

The applicant is proposing to divide the parcel into three lots and build dwellings on the two new lots. Staff does not anticipate any adverse impacts from two additional dwellings.

11.) Other matters which may be appropriate.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RSF-1, Single Family District, and occupied with a dwelling and an accessory structure. The property adjoins County Road 12 to the north. The adjoining properties are residential, agricultural, and a church. The requested zoning designation is RSF-3, Single Family District. According to the applicant, the purpose of this request is to allow for the existing parcels to be divided into three (3) lots.

The Baldwin County Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend APPROVAL to the County Commission. Staff concurs with that recommendation.

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

Property Images

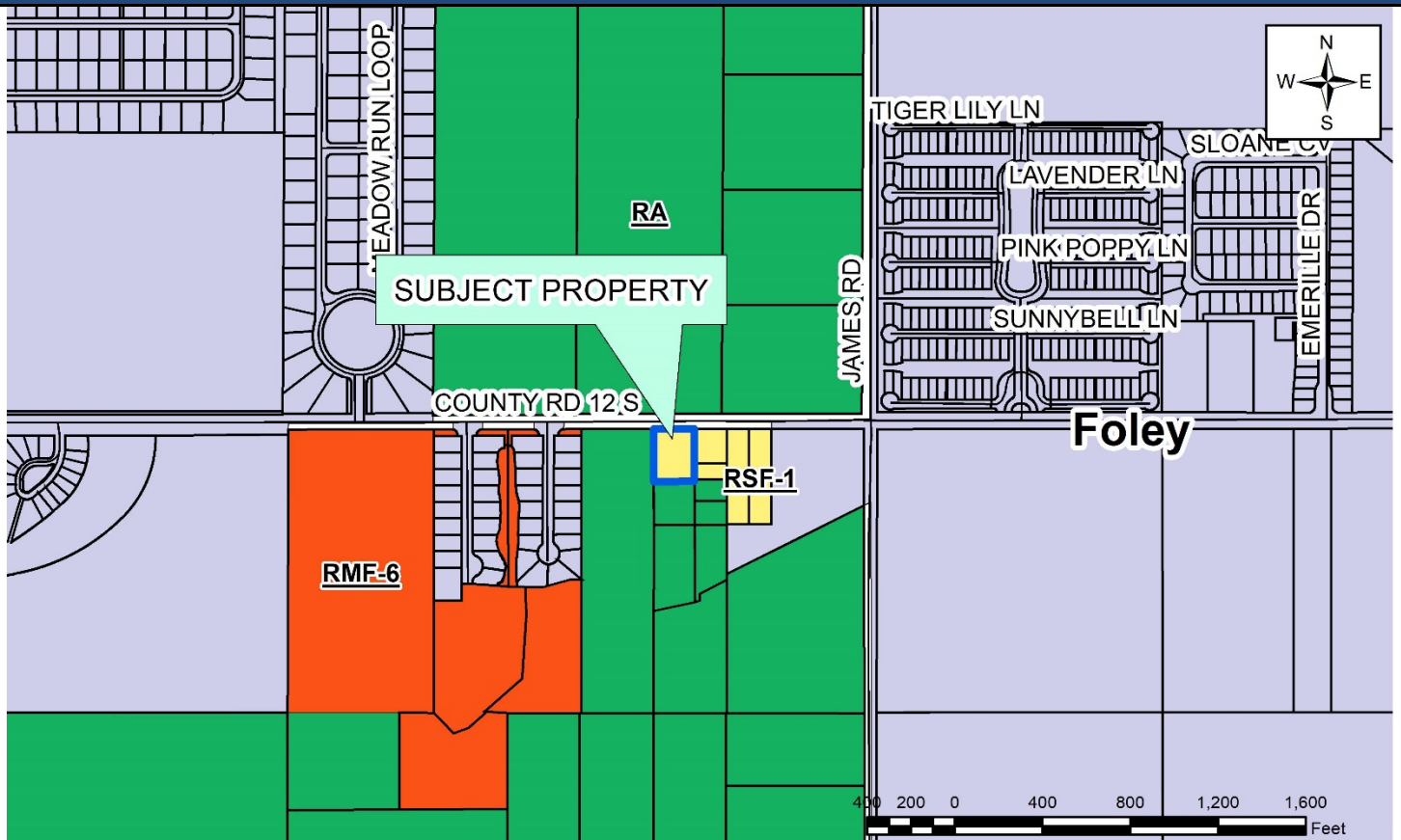




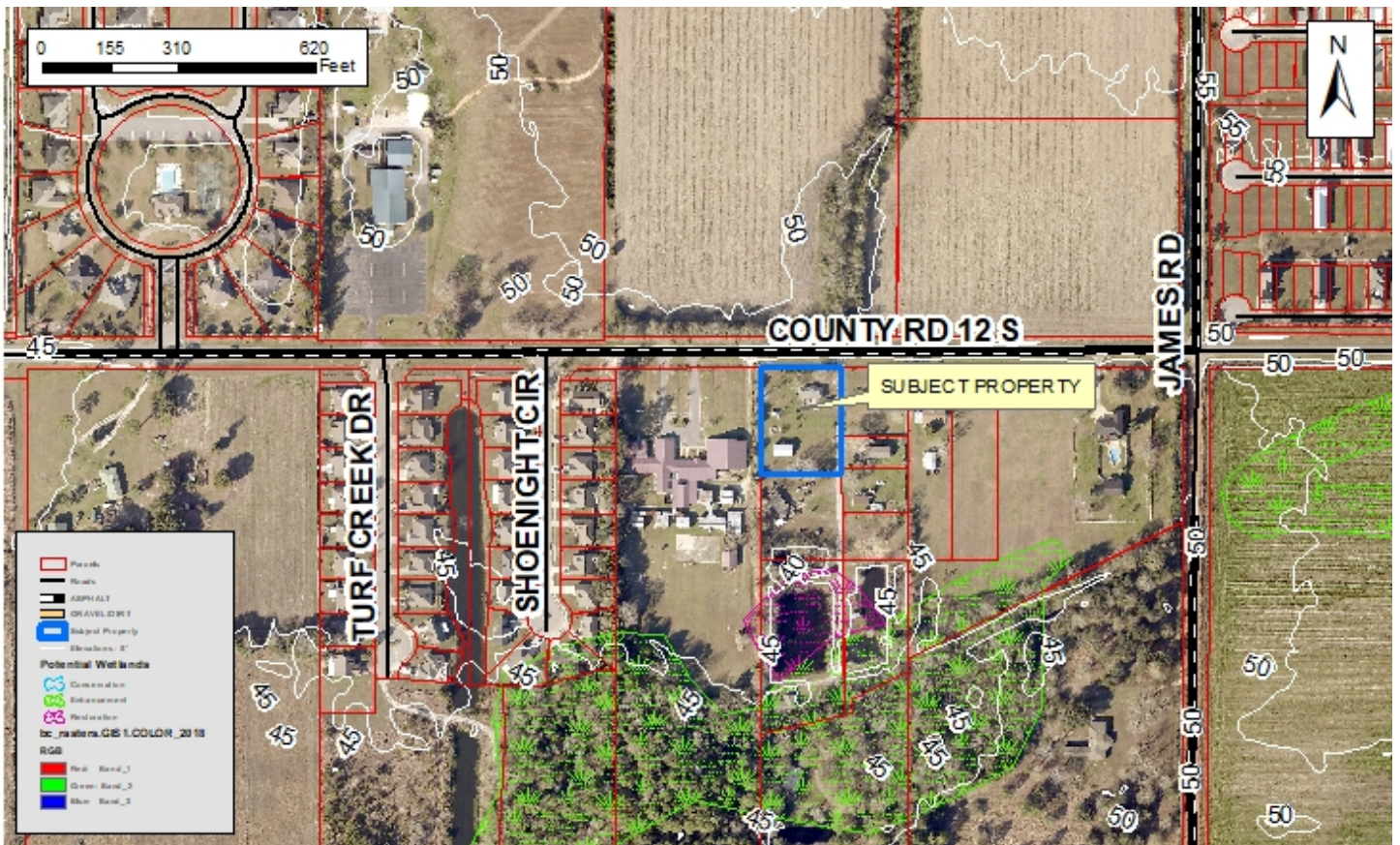
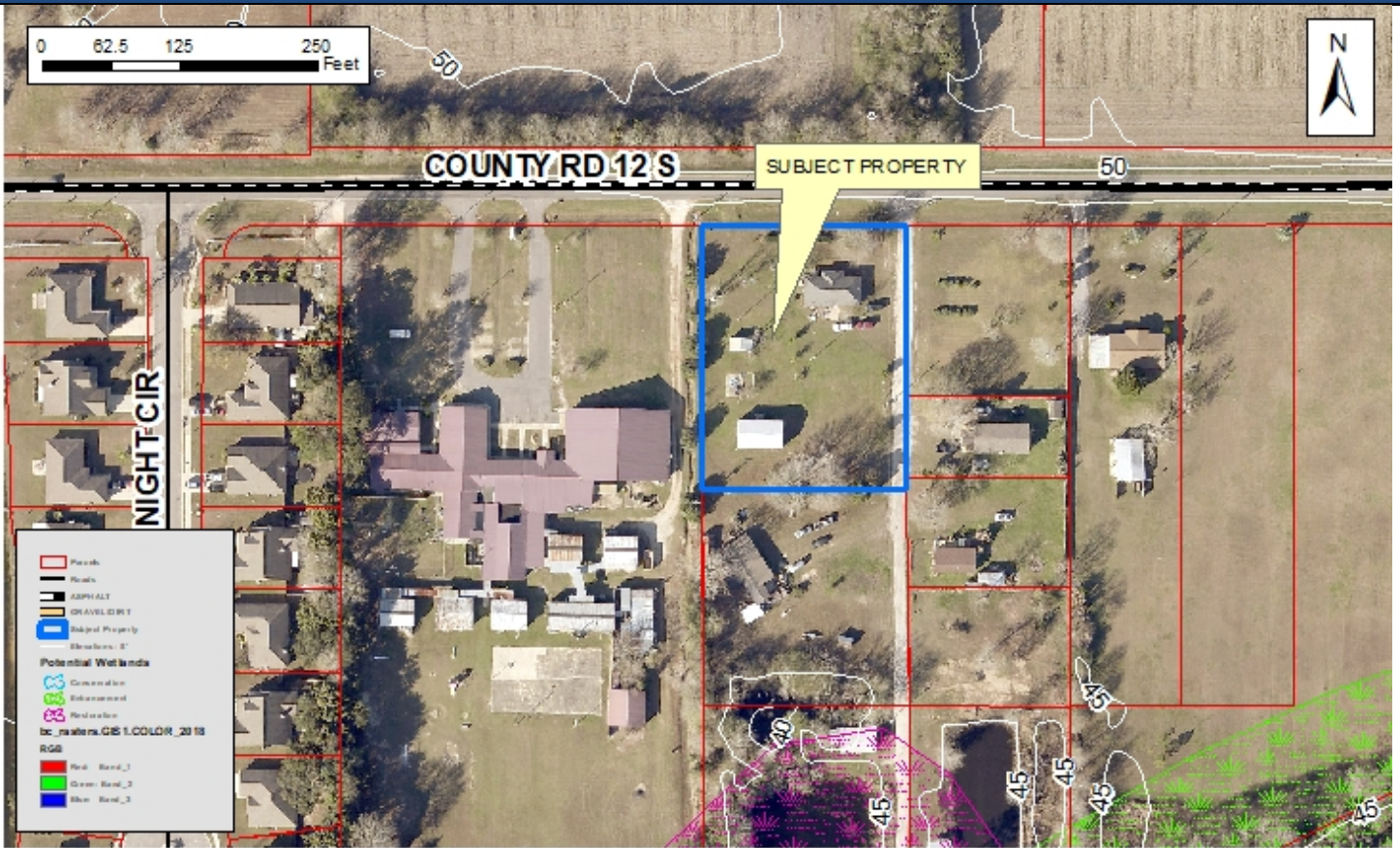




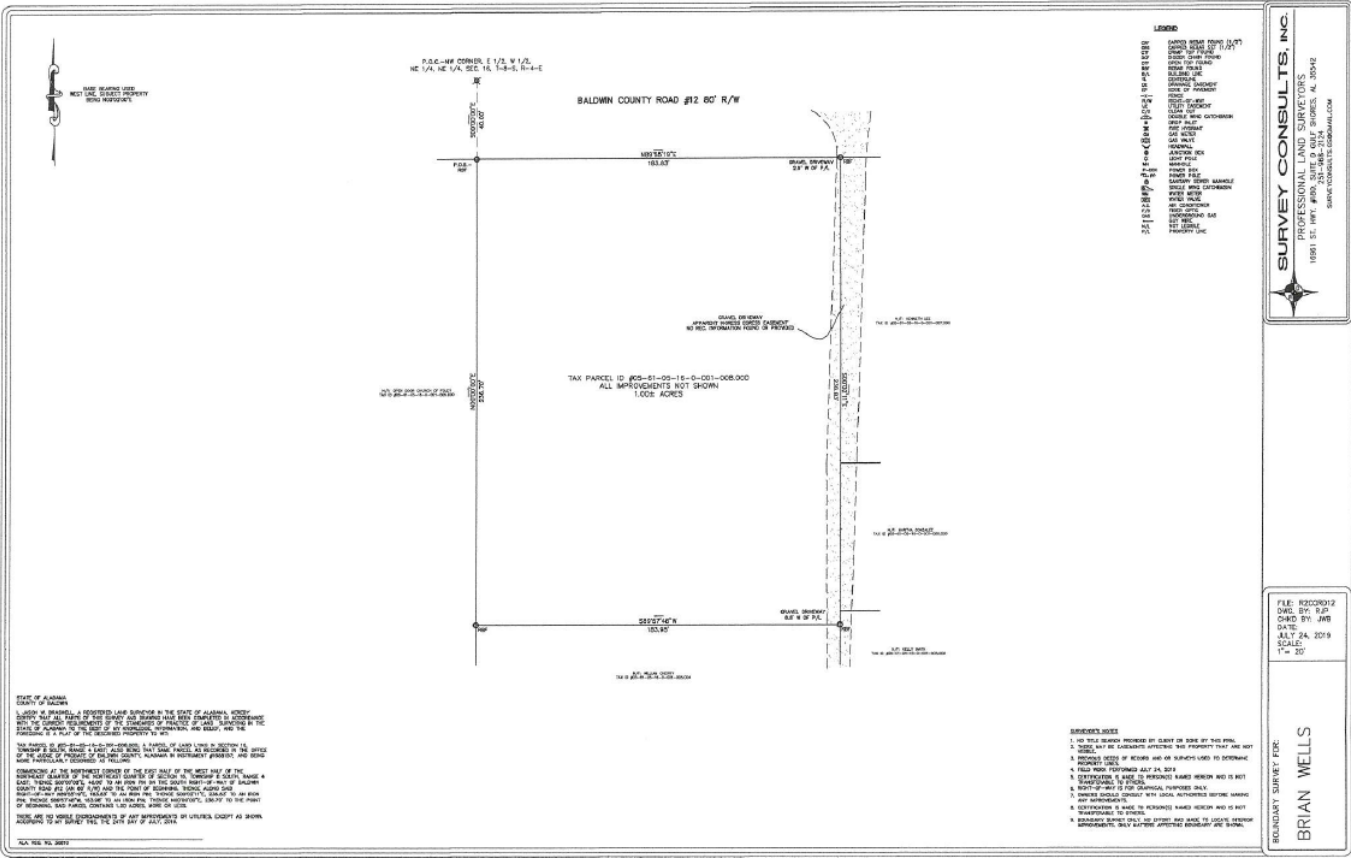
Locator Map



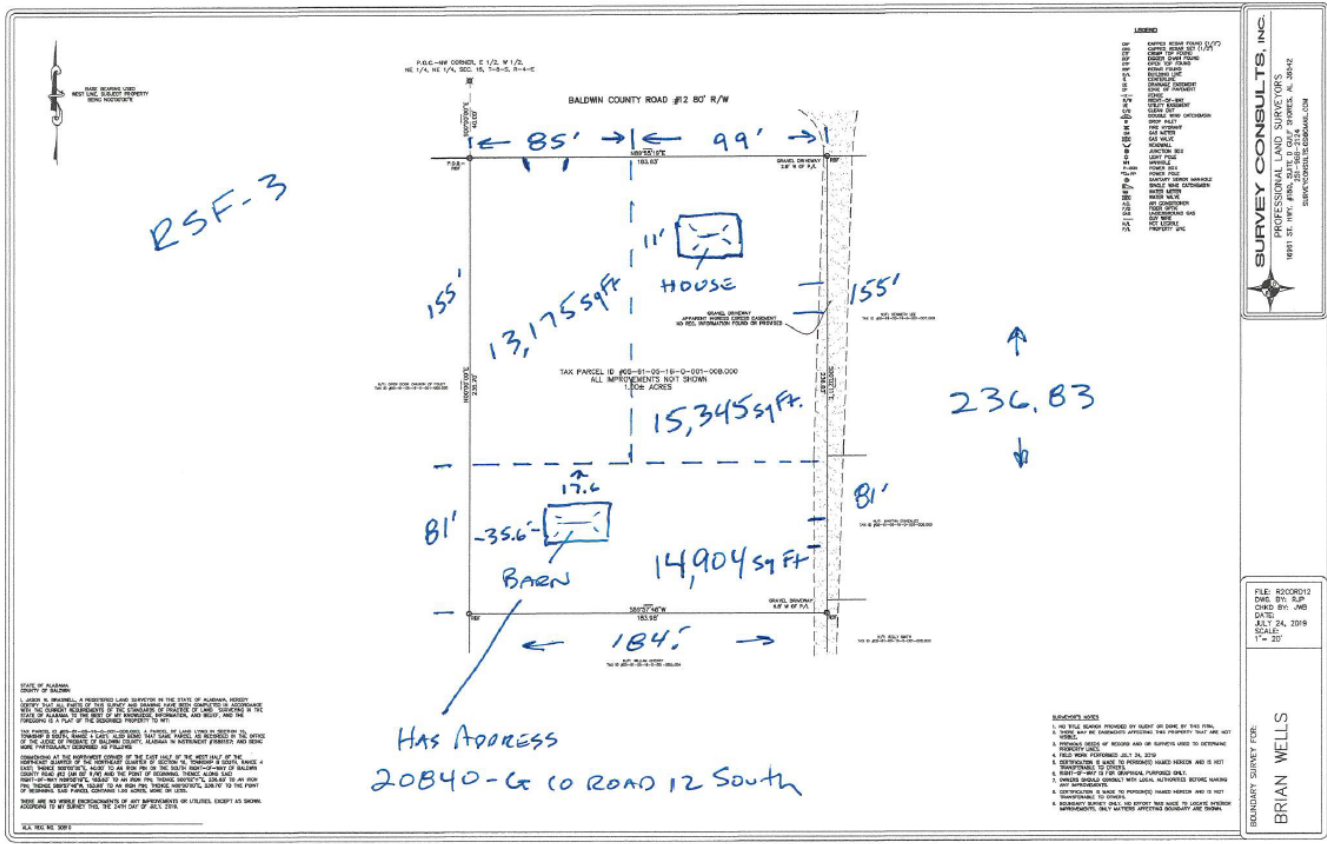
Site Map



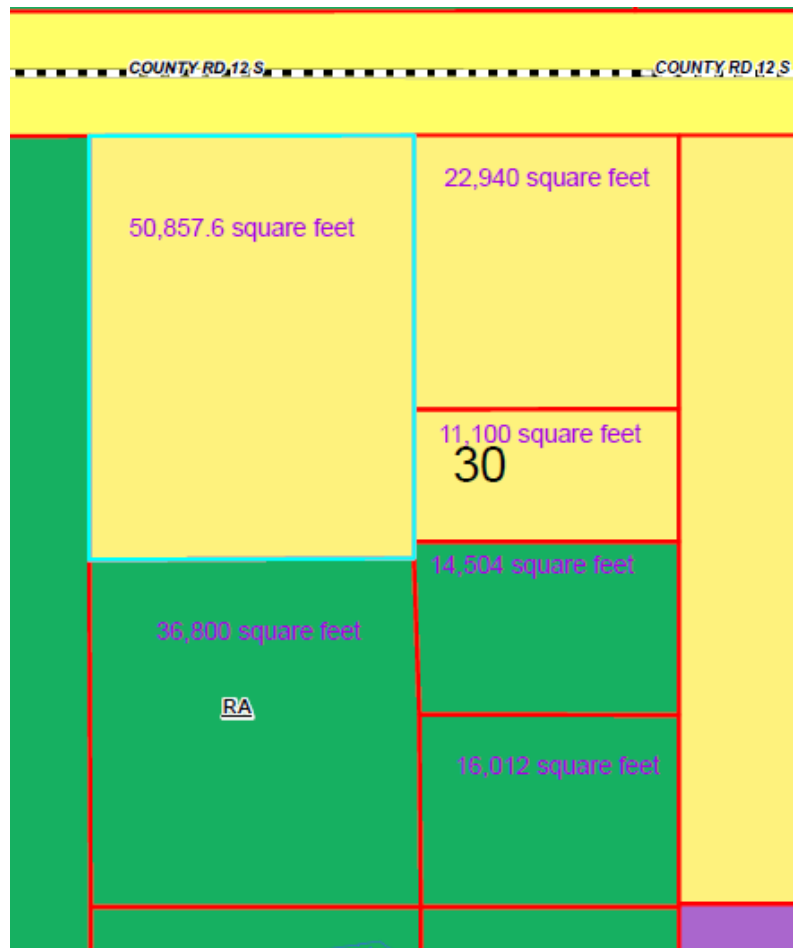
Survey Submitted by Applicant



Proposed Division of Property



Approximate Size of Adjacent Lots



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-004

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-19037, Wells Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Brian K. Wells has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 30, for property identified herein and described as follows:

THE WEST 184 FEET OF THE NORTH 276.74 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA

Otherwise known as tax parcel numbers, **05-61-05-16-0-001-008.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-1, Single Family District, to RSF-3, Single Family District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 30 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-19037, Wells Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 30 from RSF-1, Single Family District, to RSF-3, Single Family District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 30 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th day of October 2019.

Honorable Charles Gruber, Chairman

ATTEST

Wayne Dyess, County Administrator

1 SAM DAVIS: Thanks to all of y'all for agreeing
2 to serve.

3
4 **8 - CONSIDERATION OF APPLICATIONS AND REQUESTS:**

5 **RE-ZONING CASES**

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Okay. Since we're still waiting on
8 some, we're going to take some cases that have no
9 opposition, try to knock them on out.

10
11 **8-C - CASE Z-19037, WELLS PROPERTY**

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: First one is Wells Property. It's
14 Case Number Z-19037.

15 ATTORNEY DAVID CONNER: Mr. Chairman, I
16 have a conflict of interest on this item. So
17 Brad Hicks, conflicts counsel from Stone Granade
18 & Crosby is going to handle this matter.

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: All right. Linda, do we have a staff
21 report?

22 MS. LINDA LEE: Yes, sir. Good evening.
23 Case Z-19037, Wells Property. The subject
24 property is currently zoned RSF-1, Single-Family
25 District, and occupied with a dwelling and an
26 accessory structure.

27 The property adjoins County Road 12 to the
28 north. The adjoining properties are residential,

1 agricultural, and a church.

2 The requested zoning designation is RSF-3,
3 Single-Family District. According to the
4 applicant, the purpose of this request is to
5 allow for the existing parcel to be divided into
6 three (3) lots.

7 The property is located at -- I'm sorry, on
8 the south side of County Road 12, west of James
9 Road in Planning District 30.

10 The subject property consists of
11 approximately one-point-zero-one (1.01) acres.
12 On your screen is the locator map. And this is
13 this the aerial photography. This is a survey of
14 the property submitted by the applicant.

15 Planning District 30 was zoned in February of
16 1995. Since that time, land uses have gone from
17 mostly rural agricultural to include several
18 residential subdivisions.

19 Meadow Run Estates was platted in 1996,
20 Willow Lakes was platted in 2003 and 2005.
21 Cottages on the Green, Phase 1, was platted in
22 2005.

23 The proposed lots range in size from thirteen
24 thousand, one hundred seventy-five (13,175)
25 square feet to fifteen thousand, three hundred
26 forty-five (15,345) square feet, which is
27 somewhat similar to three lots to the southeast
28 of this property. The proposed lots would meet

1 the minimum lot area and minimal lot width of the
2 RSF-3 zoning designation.

3 The property is in the City of Foley's
4 planning jurisdiction. And the proposed
5 subdivision would have to meet County and City
6 requirements. The City of Foley Planning
7 Commission will hold public hearings for the
8 proposed subdivision.

9 The Master Plan provides a future land use
10 designation of residential. The proposed zoning
11 designation conforms to the Master Plan.

12 Unless information to the contrary is
13 revealed at this public hearing, staff feels this
14 re-zoning application should be recommended for
15 approval.

16 These are pictures of the subject property
17 and the surrounding properties. And I'll answer
18 any questions that you may have for staff.

19 AN AUDIENCE MEMBER: Sir, are you
20 talking about -- the one that you're talking
21 about, if you could, I'd appreciate it if you
22 know exactly what you're saying. We'd like to
23 know.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: I didn't make out anything you said,
26 but we'll give you an opportunity to talk if
27 you're talking about the Wells case.

28 Are there any questions for staff?

1 COMMISSION MEMBER NANCY MACKEY: I do
2 have one question.

3 MS. LINDA LEE: Yes, ma'am.

4 COMMISSION MEMBER NANCY MACKEY: How are
5 they going to access that rear lot?

6 MS. LINDA LEE: They are proposing to
7 access it through -- This currently is a private
8 driveway. They are going to have to meet
9 subdivision requirements and come up to the
10 standards for a road.

11 At this point right now, he's asking for the
12 zoning designation he needs. He does have some
13 issues that he will have to overcome as far as
14 subdivisions go, before it can be approved for a
15 subdivision.

16 PLANNING AND ZONING COMMISSION CHAIRMAN
17 SAM DAVIS: Any other questions for Linda?

18 COMMISSION MEMBER BONNIE LOWRY: Is
19 there any agreement from with the neighbor where
20 he's going to access the back lot?

21 MS. LINDA LEE: You would need to ask
22 the applicant. I don't know.

23 MR. BRIAN WELLS: It's my property.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Hold on. Hold on.

26 MS. LINDA LEE: The Chairman --

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: Hold on.

1 MR. BRIAN WELLS: That --

2 PLANNING AND ZONING COMMISSION CHAIRMAN

3 SAM DAVIS: Sir.

4 MS. LINDA LEE: Chairman will call you
5 up when it's your turn.

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: I'll give you an opportunity to talk
8 in just a minute. It's one person at the time.
9 And everybody has to be at podium. Thank you.

10 Any other questions for Linda?

11 (No response.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: All right. Thank you. We'll open
14 the public hearing at this time. And you're
15 Mr. Wells?

16 MR. BRIAN WELLS: Yeah.

17 PLANNING AND ZONING COMMISSION CHAIRMAN

18 SAM DAVIS: Okay. You want to come up to the
19 podium? You're the applicant.

20 MR. BRIAN WELLS: Podium?

21 PLANNING AND ZONING COMMISSION CHAIRMAN

22 SAM DAVIS: Yes, sir.

23 (Mr. Brian Wells approached the podium.)

24 MR. BRIAN WELLS: Yeah. The rear lot
25 doesn't make sense until -- at this point in
26 time, until that deeded right-of-way becomes a
27 road, the named road from the County.

28 There's seven (7) of residents that use that

1 road, up and down it. And the County has called
2 me when they bought the property. And they'd
3 like to have it named.

4 But I guess all the property owners have to
5 sign it to get it to be a named road. So,
6 really, right now, it will be subdivided into two
7 lots and put another house adjacent to the one
8 that's on County Road 12.

9 But that is a deeded right-of-way to the east
10 of the property that goes way south of my
11 property.

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Any other questions for Mr. Wells?

14 (No response.)

15 PLANNING AND ZONING COMMISSION CHAIRMAN

16 SAM DAVIS: Okay. Anything else you'd like for
17 the Commission to know?

18 MR. BRIAN WELLS: No. I just was -- I'd
19 say I could go to RSF-3. The lots are about
20 forty percent (40%) larger than what they're
21 actually needed to be. Just wanted to put one
22 more house on it for a rental property.

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: All right. Thank you, sir.

25 The only one person signed up in opposition.
26 It's Mr. Ed Witherington. Are you here? Would
27 you like to come up?

28 (Mr. Ed Witherington approached the podium.)

1 MR. ED WITHERINGTON: Thank you. I'm
2 one of the property owners behind Mr. Wells'
3 property. I bought that property -- in fact, I
4 have several houses behind there.

5 I bought them about six, seven years ago
6 because of the density, because of the layout of
7 that property, and the number of houses.

8 There are several houses, including mine,
9 that are either on an acre, acre-and-a-half, four
10 acres, and as opposed to a lot of houses on one
11 small acre.

12 I do have an issue with the road itself. We
13 are constantly having to maintain that road. It
14 is not a county road. And to add additional
15 houses on top of that is definitely going to be a
16 burden for us.

17 Of course, the County could take that over.
18 But it's a real challenge for us, because there's
19 constant potholes and people up and down that
20 road.

21 So I specifically ask that y'all not pass
22 this, that we keep our a little neighborhood
23 that's quaint the way it is, as opposed to having
24 a bunch of house in the front of our property
25 that we're going to have to drive in and see
26 every time we come into your neighborhood.

27 PLANNING AND ZONING COMMISSION CHAIRMAN

28 SAM DAVIS: Just to be sure that you understand

1 the process, whatever decision that this Counsel
2 recommends tonight will be a recommendation only.
3 It won't be a formal approval or denial. And
4 that goes to County Commission for their approval
5 or denial.

6 MR. ED WITHERINGTON: Thank you, sir.

7 PLANNING AND ZONING COMMISSION CHAIRMAN

8 SAM DAVIS: Okay. Thank you. Any other
9 questions for this gentleman?

10 COMMISSION MEMBER NANCY MACKEY: I have
11 one. How wide is that easement? I can't read it
12 on this map.

13 MR. ED WITHERINGTON: I forget the exact
14 size. It's roughly twenty (20) feet. I know the
15 easement actually runs through my property on the
16 backside, but it's not like a big -- I hate to
17 state exactly what the size of it is.

18 But if you can imagine just a one-car gravel
19 Road, that is what it is. In fact, there are
20 parts you'd have a challenge having two cars on
21 that road, because there's little fences up and
22 so forth. And it is one road access, or one car
23 access.

24 COMMISSION MEMBER KEVIN MURPHY: If it
25 were paved, would that suffice for you, if it
26 were a paved road and deeded right-of-way and
27 everything?

28 MR. ED WITHERINGTON: If I personally

1 had a choice, I'd actually leave it gravel. I
2 like the capability of having -- There's -- as
3 you can see in the pictures, there is actually
4 multiple ponds back there.

5 It's a really pretty piece of property, and
6 then I think having a road -- we already have a
7 challenge with people coming back trying to fish
8 and so forth.

9 I think you'd increase that issue for the
10 rest of us, especially having the public access.
11 Today, we have private access.

12 So we can actually tell people, hey, you
13 can't come on this property. But having a paved
14 road by the County, I'd trade one issue for
15 another issue, sir.

16 PLANNING AND ZONING COMMISSION CHAIRMAN
17 SAM DAVIS: Any other questions for
18 Mr. Witherington?

19 (No response.)

20 PLANNING AND ZONING COMMISSION CHAIRMAN
21 SAM DAVIS: Okay, thank you.

22 MR. ED WITHERINGTON: Thank you, sir.
23 Thank you, ma'am.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Mr. Wells, you got anything you'd
26 like to respond to?

27 MR. BRIAN WELLS: Even though the
28 property, as I've got it down, is three lots,

1 it'll probably just be two lots, because the barn
2 doesn't conform to zoning setbacks, unless the
3 property does face to the east.

4 So, basically, the house that I would propose
5 to actually build to the west of the existing
6 house would be serviced off of County Road 12.

7 There is already a driveway to the barn on
8 the easement road. Like I said, there's seven
9 houses back there.

10 I have put six loads of millings from County
11 Road 12 because of, just like he said, it was
12 chuck-holed and completely terrible. So I paid
13 for six loads, and spread it myself, of millings
14 down that road to just pass into my property.

15 And there's some real derelict pieces of
16 property at the end of that road. And there's
17 some landscape business or something that comes
18 up and down all the time.

19 But as far as what I'm trying to do, like I
20 said, it would end up being two lots. It'll be
21 L-shaped until such time that the County took
22 that road over and faced that south lot to the
23 east, and then it would make sense with the
24 setbacks where the barn is at.

25 So, basically, really, just going to put one
26 house fronting County Road 12, because that
27 property fronts County Road 12.

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: Any other questions for Mr. Wells?

2 (No response.)

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Thank you, sir.

5 We'll close the public hearing at this point.

6 Y'all have heard both sides plus staff report.

7 Staff's recommending approval. This would be a

8 recommendation to the County Commission. Is

9 there a motion to do so?

10 COMMISSION MEMBER NANCY MACKEY: I make
11 a motion that the re-zoning be recommended to the
12 County Commission for approval.

13 PLANNING AND ZONING COMMISSION CHAIRMAN

14 SAM DAVIS: There is a motion to recommend
15 approval to the County Commission. Is there a
16 second?

17 COMMISSION MEMBER ROBERT DAVIS: I'll
18 second.

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: There's a second. All in favor, say
21 aye.

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

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: Any opposed?

25 (No response.)

26 PLANNING AND ZONING COMMISSION CHAIRMAN

27 SAM DAVIS: Passes unanimously.

28

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-19037

Wells Property

Rezone RSF-1 to RSF-3

9/5/2019

Motion: TO RECOMMEND APPROVAL

Made by: Nancy Mackey

Motion Seconded by: Kevin Murphy

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	X	
Arthur Oken	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	

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

MOTION CARRIES ON A VOTE OF 8-0

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: Z-19037 Wells Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 9/5/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-19037 Wells Property

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/21/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 08/21/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 302728

Case No. Z-19037 Wells Property

Amount of Ad: \$102.48

Legal File# Case No. Z-1903

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address 22251 Palmer
Street Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robtsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING Case No. Z-19037 Wells Property Planning District 30

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Brian K Wells, owner of property located at 20828 County Road 12 South in Planning District 30. The applicant is requesting approval to rezone 1.01± acres from RSF-1 Single Family District to RSF-3 Single Family District. The Parcel Identification Number is 05-61-05-16-0-001-008.000.

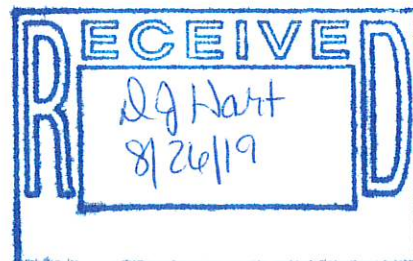
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, September 5, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robtsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 21, 2019



Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: Z-19037 Wells Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 10/15/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning Commission public hearing for case:

Z-19037 Wells Property

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
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251-345-6805

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09/18/2019, 09/25/2019, 10/02/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 10/02/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 303721

Case No. Z-19037 Wells Property

Amount of Ad: \$344.64

Legal File# Case No. Z-1903

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Robertsdale, AL 36567
Phone: (251) 580-1655
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NOTICE OF
PUBLIC HEARING
Case No. Z-19037
Wells Property
Planning District 30

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Brian K Wells, owner of property located 20828 County Road 12 South in Planning District 30. The applicant is requesting approval to rezone 1.01± acres from RSF-1 Single Family District to RSF-3 Single Family District. The Parcel Identification Number is 05-61-05-16-0-001-008.000.

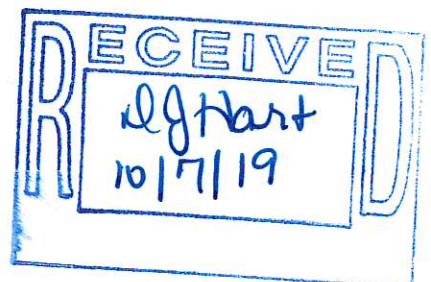
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, October 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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September 18-25;
October 2, 2019



Printer Affidavit:

This is to certify the attached advertisement

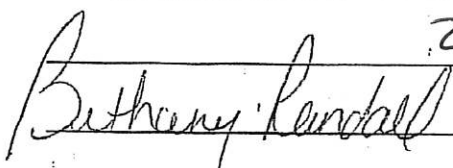
Appeared in Wednesday Issue of Gulf Coast Media.
The Courier, The Islander & The Onlooker
Publication Date(s):

September 25, 2019

Account # 987101 PO # _____

Cost \$ 336.00 Ad # 248694

2-19037



Bethany Randall

Sales Representative

Bill To:

BC Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of October, 20 19

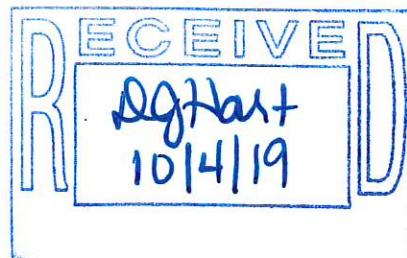
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022





Allison Marlow
Managing Editor
allisonm@gulfoastmedia.com
SEPTEMBER 25, 2019

Baldwin Living

SBCT tugs at the heart with "Diary of Anne Frank"

Young girl's words have a lesson for all of us

By ALLISON MARLOW
allisonm@gulfoastmedia.com

The story of Anne Frank is heavy. It is simply heart wrenching. It is a brutal reminder of how vicious people can be.

South Baldwin Community Theatre Director Jan Vest said there is so much more to the

Want to go?

WHAT: "Diary of Anne Frank"

WHERE: South Baldwin Community Theatre, Gulf Shores

WHEN: Sept. 27, 28 and Oct. 4, 5 at 7:30 p.m. and Sept. 29 and Oct. 6 at 2:30 p.m.

TICKETS: Visit www.sbct.biz

legacy the little girl left behind.

"The Diary of Anne Frank" is the true story of a young girl who hid with her family from the Nazis, and was eventually discovered and sent to a concentration camp where she perished. Its narrative is pulled directly from the handwritten diaries that Anne left behind.

Vest said it is in her words that we find hope, love and a little bit of peace.

I'm almost 70 years old so when you've lived a long life and you've experienced all that life has to bring to you it



ALLISON MARLOW / STAFF PHOTOS

forms your perspective. "What's unique about Anne Frank is that even though she hasn't lived a long life she matures very quickly and takes on this positive, aspira-

tional attitude because of the good life she had before the war started," Vest said.

"That contrast between the love of family, the love of friends

and facing one's own mortality — it makes those moments that you have with your loved ones and your friends

SEE SBCT, PAGE 4



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NOTICE OF PUBLIC HEARING

Case No. Z-19037 Wells Property Planning District 30

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Case No. TA-19003 Text Amendment to the Baldwin County Zoning Ordinance Article 22 Definitions

As it pertains to the definition for half-story

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a proposed amendment to Article 22, definitions, as it pertains to the definition for half-story.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, October 15, 2019**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

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248694



Baldwin County Commission

Agenda Action Form

File #: 19-2235, **Version:** 1

Item #: DP5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

Case No. Z-19038 - Bankester Family Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-005, which approves Case Z-19038, Bankester Family Property, as it pertains to the rezoning of 2.72 acres, more or less, as located in Planning (Zoning) District 4, from RSF-E, Single Family Estate District to RR, Rural District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject request involves one parcel which consist of approximately 2.72 acres. The current zoning is RSF-E, Single Family Estate District, and the requested zoning is RR, Rural District, for the purpose of establishing a retail store. If the rezoning request is approved the applicant will have to be granted a Special Exception from the Board of Adjustment for the proposed use.

The Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend DENIAL to the County Commission. Staff's recommendation is to APPROVE the rezoning request.

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: N/A

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration and Planning and Zoning Department

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

Notice of Action to the Following:

The Broadway Group
PO Box 18968
Huntsville, Alabama 35804

Bankester Family
C/O Mary Louise Bankester
3812 Vogel Drive NW
Huntsville, Alabama 35810

Mr. Robert A. Wills
PO Box 547
Bay Minette, Alabama 36507

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-19038

Bankester Family Property

Rezone RSF-E, Single Family Estate District to RR, Rural District

October 15, 2019

Subject Property Information

Planning District: 4
General Location: Southwest Corner of State Highway 225 and River Road
Physical Address: 7560 River Road
Parcel Numbers: 05-29-10-32-0-000-004.000
Existing Zoning: RSF-E, Single Family Estate District
Proposed Zoning: RR, Rural District
Existing Land Use: Vacant
Proposed Land Use: Retail Store (Special Exception Approval Required)
Acreage: 2.72± acres
Applicant: The Broadway Group
PO Box 18968
Huntsville, AL 35804
Owner: Bankester Family
3812 Vogel Drive NW
Huntsville, AL 35810
Lead Staff: Linda Lee, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Forested Timberland	RA, Rural Agricultural District
South	Forested Timberland	RSF-E, Single Family Estate District
East	Forested Timberland	RSF-3, Single Family District
West	Forested Timberland	RSF-E, Single Family Estate District

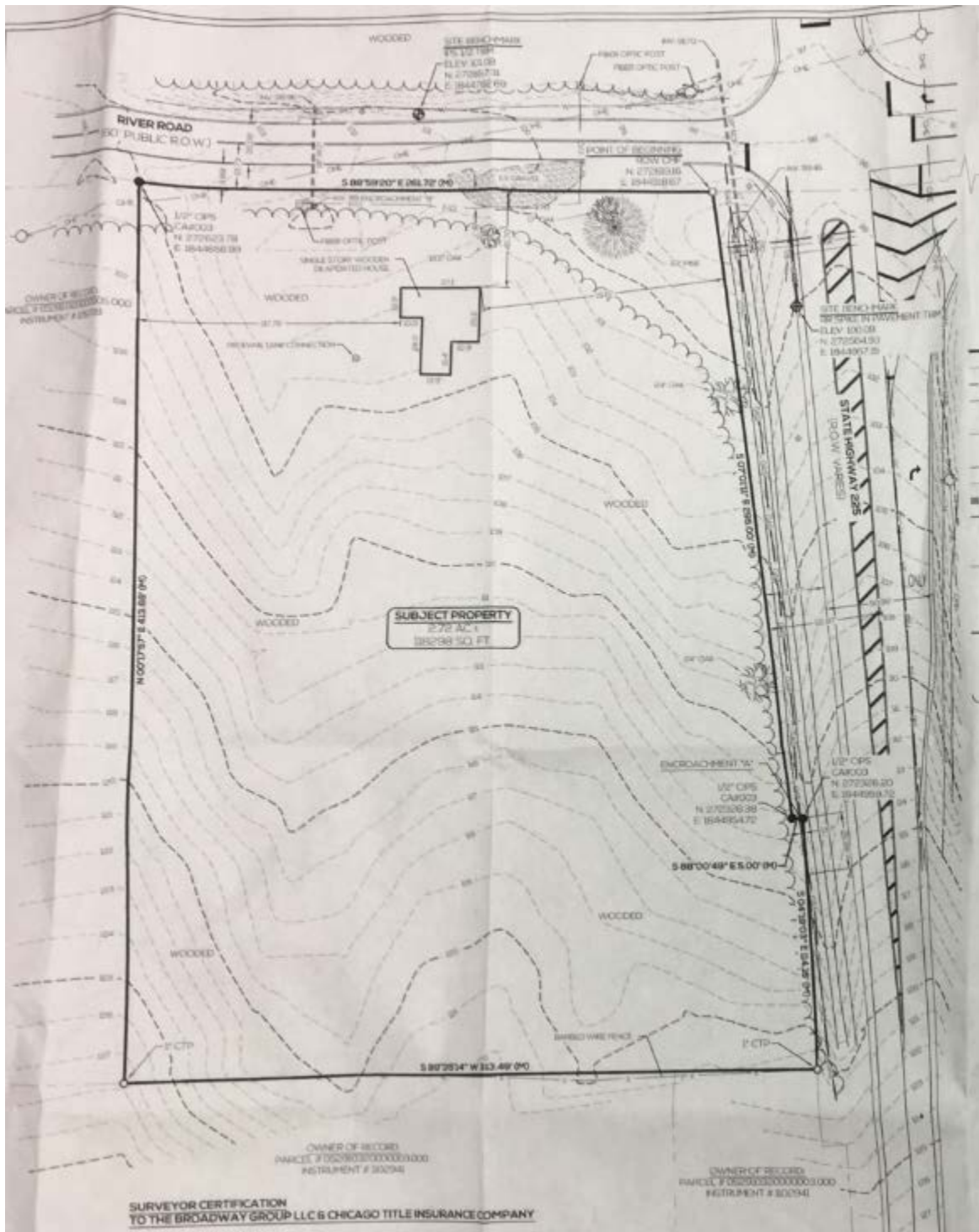
Summary

The subject property, which consists of approximately 2.72 acres, is currently zoned RSF-E, Single-Family Estate District. The designation of RR, Rural District, has been requested for the purpose of establishing a retail store. If the rezoning request is approved the applicant will have to be granted a Special Exception from the Board of Adjustment for the proposed use.

The Baldwin County Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend DENIAL to the County Commission. Staff's recommendation is to APPROVE the rezoning request.

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

Survey of Subject Property



Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

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

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

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

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

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

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

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

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 3.1 RR, Rural District

3.1.1 *Generally.* This zoning district is provided to accommodate the rural areas of Baldwin County. Rural District ordinances are designed to protect the rural character of the area.

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

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Marine recreation uses.
- (d) Outdoor recreation uses.
- (e) The following general commercial uses: animal clinic and/or kennels; farm implement sales; farmer's market/truck crops; nursery; landscape sales.
- (f) Local commercial uses.
- (g) Professional service and office uses.
- (h) The following institutional uses: church or similar religious facility; child care center; child care institution; day care home; fire station; library; post office; school (public or private).
- (i) Agricultural uses.
- (j) Single family dwellings including manufactured housing and mobile homes.
- (k) Accessory structures and uses.

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

- (a) Light industrial uses.
- (b) General commercial uses not permitted by right, except race track.
- (c) Institutional uses not permitted by right, except correctional, detention, or penal institution and sanitarium.
- (d) Boarding house, rooming house, lodging house, or dormitory.
- (e) Fraternity or sorority house.

3.1.4 *Conditional use.* 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:

Transportation, communication, and utility uses not permitted by right.

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

Maximum Height of Structure in Feet	35
Minimum Front Yard	30-feet
Minimum Rear Yard	30-feet
Minimum Side Yards	10-feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-feet
Minimum Lot Width at Street Line	120-feet

3.1.6 *Area and dimensional modifications.* Within the RR district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	20,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	80-Feet

Article 17 Landscaping and Buffers

Section 17.1 Landscaping Plan

A landscaping plan is required for all major projects. Such plan shall be submitted in conjunction with an application for a land use certificate as herein provided. The plan shall clearly show what existing trees, shrubbery, and other vegetation will be retained, and what trees, shrubbery, and other vegetation will be added to complete the landscaping of the property. The developers shall attempt to retain as many trees as possible on the property unless the trees are a safety hazard to pedestrians, property, or vehicular traffic, or that their removal is necessary to construct the proposed improvements. In such case, the landscape plan shall indicate replacement trees at least 6 feet tall and one inch in diameter for each indigenous tree of at least three (3) inches in diameter removed, unless the property already has a tree density which does not allow adequate space or light for additional trees. The landscape plan shall show the locations of the proper number of replacement trees. Replacement trees and other vegetation to be installed shall be native species or noninvasive exotics which are not likely to out-compete native vegetation and do not require excessive pesticides, fertilizer, or water to maintain growth.

(a) A major project which abuts a freeway/expressway, arterial or collector shall maintain a minimum of ten (10) feet of the required setback as a buffer along the entire width of the property which abuts said freeway/expressway, arterial or collector except where curb cuts provide ingress and egress. Said buffer shall be planted with trees, shrubs and grass or other ground cover so that an attractive appearance is presented as detailed in the required landscape plan.

- (b) A minimum of five (5) feet side and rear landscaping may be required in the landscape plan depending on the topography and arrangement of parking facilities. If required, such areas shall be planted with a combination of trees, shrubs and grass or other ground cover adequate to break the expanse of contiguous parking areas and to present an attractive appearance as determined by the Zoning Administrator. Adjacent property owners may jointly agree on the establishment of a common landscaped area between their properties that meets the requirement of this Section; provided that such agreement and the planting and maintenance of the common area shall be binding upon both parties and their successors, interests and assigns.

17.2.2 Buffer Requirements. Landscaped buffers shall be located at the perimeter of the building site for any given use, and shall not be located in any portion of a public right-of-way. The required buffer widths are listed below. Additional information may be found at Appendix B:

(a) Multiple Family uses (RMF-6) when adjacent to a Rural District (RR, RA and CR), Residential Single Family Estate District (RSF-E) or Single Family District (RSF-1, RSF-2, RSF-3, RSF-4 and RSF-6) shall require a minimum buffer of **25-feet**.

(b) Multiple Family uses (RMF-6) when adjacent to a Two Family District (RTF-4 and RTF-6) or Professional Business District (B-1) shall require a minimum buffer of **10-feet**.

(c) Institutional uses, Professional Business uses (B-1), Neighborhood Business uses (B-2), General Business uses (B-3), Major Commercial uses (B-4) and Marine Recreation (MR) uses when adjacent to a Rural District (RR, RA and CR), Residential Single Family Estate District (RSF-E) or Single Family District (RSF-1, RSF-2, RSF-3, RSF-4 and RSF-6) shall require a minimum buffer of **25-feet**.

Agency Comments

Baldwin County Subdivision Department:

From: Mary Booth

Sent: Monday, August 12, 2019 3:10 PM

To: D Hart <DHart@baldwincountyal.gov>

Subject: RE: Z-19038

DJ,

Need to make sure the Highway Construction Setback is met. For Hwy 225 HCS will be 100' from centerline of right-of-way.

Thanks,

Mary Booth, Permit Subdivision Coordinator

From: Seth L. Peterson

Sent: Friday, August 9, 2019 3:21 PM

To: D Hart <DHart@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>

Cc: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>

Subject: RE: Z-19038

DJ,

Before the site is developed a commercial turnout permit is required for accessing River Road. Also, ALDOT will need to provide approval due to traffic impacts on Hwy 225.

Thanks,

Seth

From: [Seth L. Peterson](#)
To: [Paige Hill](#)
Subject: RE: <EXTERNAL> New Development - Bay Minette, AL
Date: Wednesday, July 17, 2019 4:35:00 PM

Paige,

We have been discussing this site with ALDOT as well as internally. It is my understanding that ALDOT is going to require some improvements along Hwy 225. For River Road, we will require the full width to be resurfaced from Hwy 225 west past the end of the proposed widening for the new entrance to the site. Also, I believe we already discussed this but there is a 100 foot Highway Construction Setback from the center of the ROW along State Hwy 225.

Thanks,

Seth

Baldwin County Highway Department:

From: Frank Lundy

Sent: Monday, August 12, 2019 1:36 PM

To: D Hart <DHart@baldwincountyal.gov>

Subject: FW: Z-19038

DJ,

ALDOT would need to review and approve for items relating to AL Hwy 225. Also, a commercial turn out permit will be required for access to River Road.

Thanks,

Frank

ADEM: No comments received.

ALDOT:

Linda,

Please see below. Let us know if you need anything else. Seth is aware of the DG improvements.

- DG at Bromley – A NB left will be created in the existing hashed area, mill and fill and restriped into the NB left. The SB radius onto River Rd is being increased to @65' radius, and the River Rd connection is being improved to current.
- The two Parnell developments are being permitted separately. No turn lane for either.

MICHAEL SMITH
AREA PERMIT MNGR.

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.

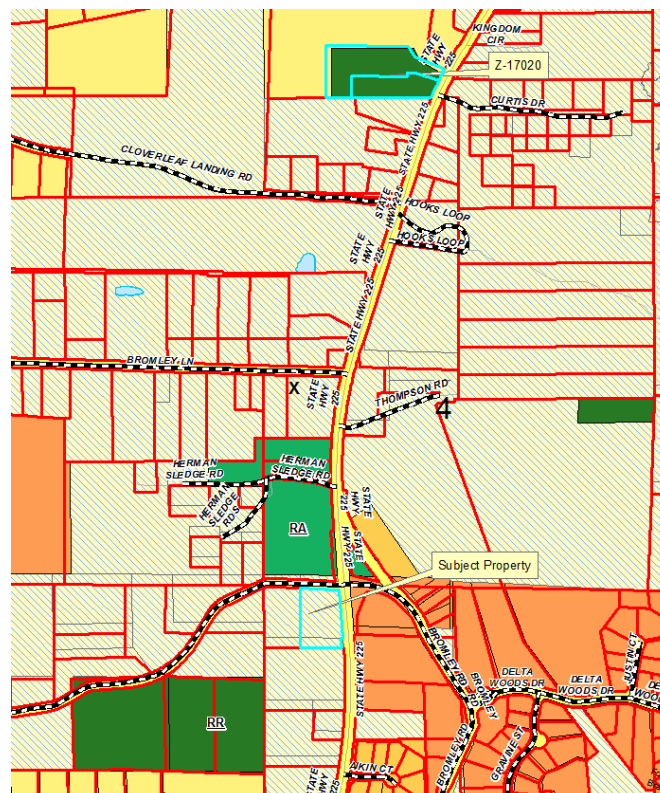
1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently vacant. The property adjoins State Highway 225 to the east and River Road to the south. The adjoining properties are residential and forested timberland. The property to the north is zoned RA which is a rural zoning designation. There are three properties to the south west that are zoned RR, Rural District.

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 4 was approved by the County Commission on February 21, 1995. Since that time there has been new and expanded subdivisions in the area. In 2017 property less than a mile to the north was rezoned from RSF-1 to RR (Z-17020). In this area most of the zoning is residential.

The RR, Rural District was originally created for Planning District 4 to accommodate the rural areas of Baldwin County. General Commercial uses are allowed under this zoning designation with Special Exception Approval from the Board of Adjustment.



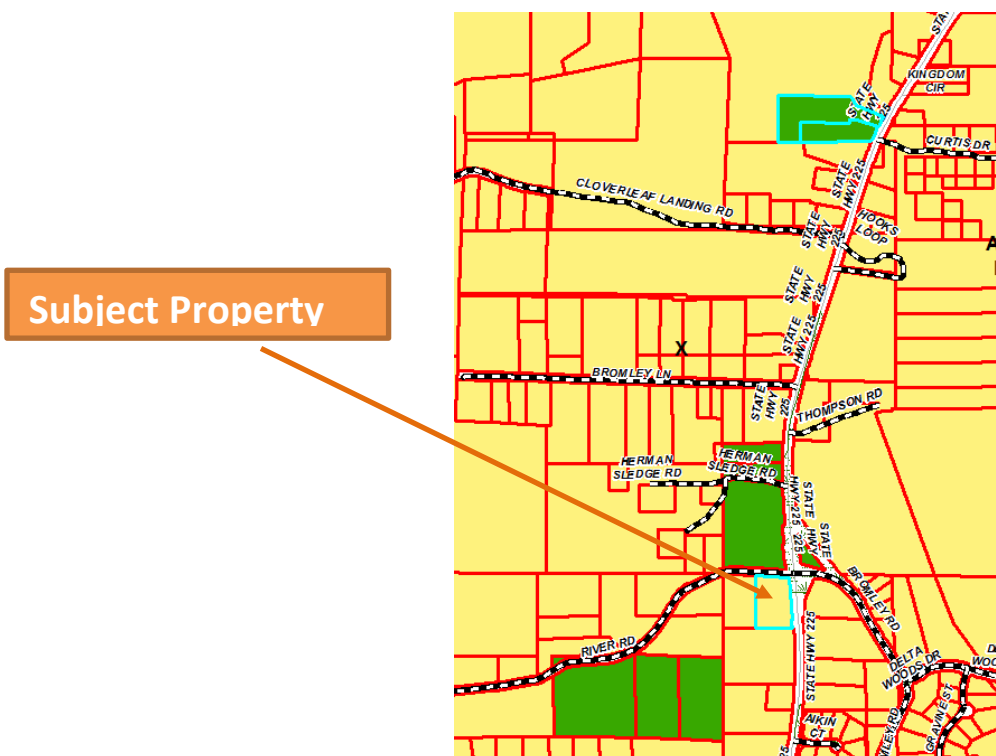
3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential has been provided for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.

Approval of the rezoning will result in an amendment of the Future Land Use Map to agricultural. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, **limited commercial uses which are intended to serve a rural area** and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.

If a Special Exception is granted for the proposed use, the Future Land Use Map would not have to change from Agricultural as it allows for limited commercial uses which are intended to serve a rural area.



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

Per the applicant, ALDOT is requiring a left turn lane on State Hwy 225 and they will be widening and repaving a portion of River Road per the Highway Department requirement.

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

Per the Federal Highway Administration the functional classification of State Hwy 225 is minor arterial. Arterials provide a high level of mobility and a greater degree of access control. According to the information provided, the proposed tenant is not considered a destination store. The traffic going to and from this site would be local residents. Access to this site from State Hwy 225 would require approval from ALDOT or The Baldwin County Highway Department for access from River Road.

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.

As stated previously, the subject property is currently vacant. The property adjoins State Highway 225 to the east and River Road to the south. The adjoining properties are residential and forested timberland. The property to the north is zoned RA which is a rural zoning designation. There are three properties to the south west that are zoned RR, Rural District. The RR zoning designation was granted to property to the north for a proposed climate controlled storage facility and Boat and RV storage.

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

Three parcels to the southwest of this parcel are zoned RR. On June 6, 2017 the County Commission rezoned property less than a mile to the north to RR for a proposed climate controlled storage facility and Boat and RV storage (Case Z-17020).

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

Numerous subdivisions have been developed along State Hwy 225 over the years. The increase in residential dwellings could support a retail establishment in this area and possibly reduce some of the traffic traveling for miles to a store. Timing however, is not a factor with this request.

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

Per the applicant their engineers state that according to the National Wetlands Inventory data, the subject property does not lie within or contain wetlands. Staff is unaware of any other environmental conditions that may be adversely impacted by the proposed change. In addition, although staff is not aware of any historic resources which would be impacted, we have notified the applicant to contact the Alabama Historical Commission to determine if a Cultural Resource Assessment is needed due to the proximity to Historic Blakely State Park.

The Alabama Department of Environmental Management (ADEM) provided no comments.

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

The proposed tenant is not considered a destination store. If the rezoning is approved and the property is developed, the impact should not be significant. See road improvement requirements from ALDOT and Baldwin County Highway Department under Agency Comments.

Development of the property will be considered as a major project. Prior to the issuance of a Land Use Certificate, staff will evaluate all submitted materials, including building plans, drainage plans, landscaping plans and site plans in order to ensure complete compliance with the requirements of the zoning ordinance. Required landscaped buffers will help to mitigate the potential for adverse impacts.

According to the Baldwin County Zoning Ordinance, a 25-foot landscaped buffer will be required along the portions of the property which abut residential zoning designations if the property is rezoned and the applicant is granted a Special Exception for the proposed use.

11.) Other matters which may be appropriate.

Staff has received several phone calls in opposition to a store at this location.

The proposed tenant has stores 6.2 miles north and 5.6 miles south of this property.

Staff Comments and Recommendation

As stated previously, the subject property, which consists of approximately 2.72 acres, is currently zoned RSF-E, Single-Family Estate District. The designation of RR, Rural District, has been requested for the purpose of establishing a retail store. If the rezoning request is approved the applicant will have to be granted a Special Exception from the Board of Adjustment for the proposed use.

The Baldwin County Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend DENIAL to the County Commission. Staff's recommendation is to APPROVE the rezoning request.

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

Property Images

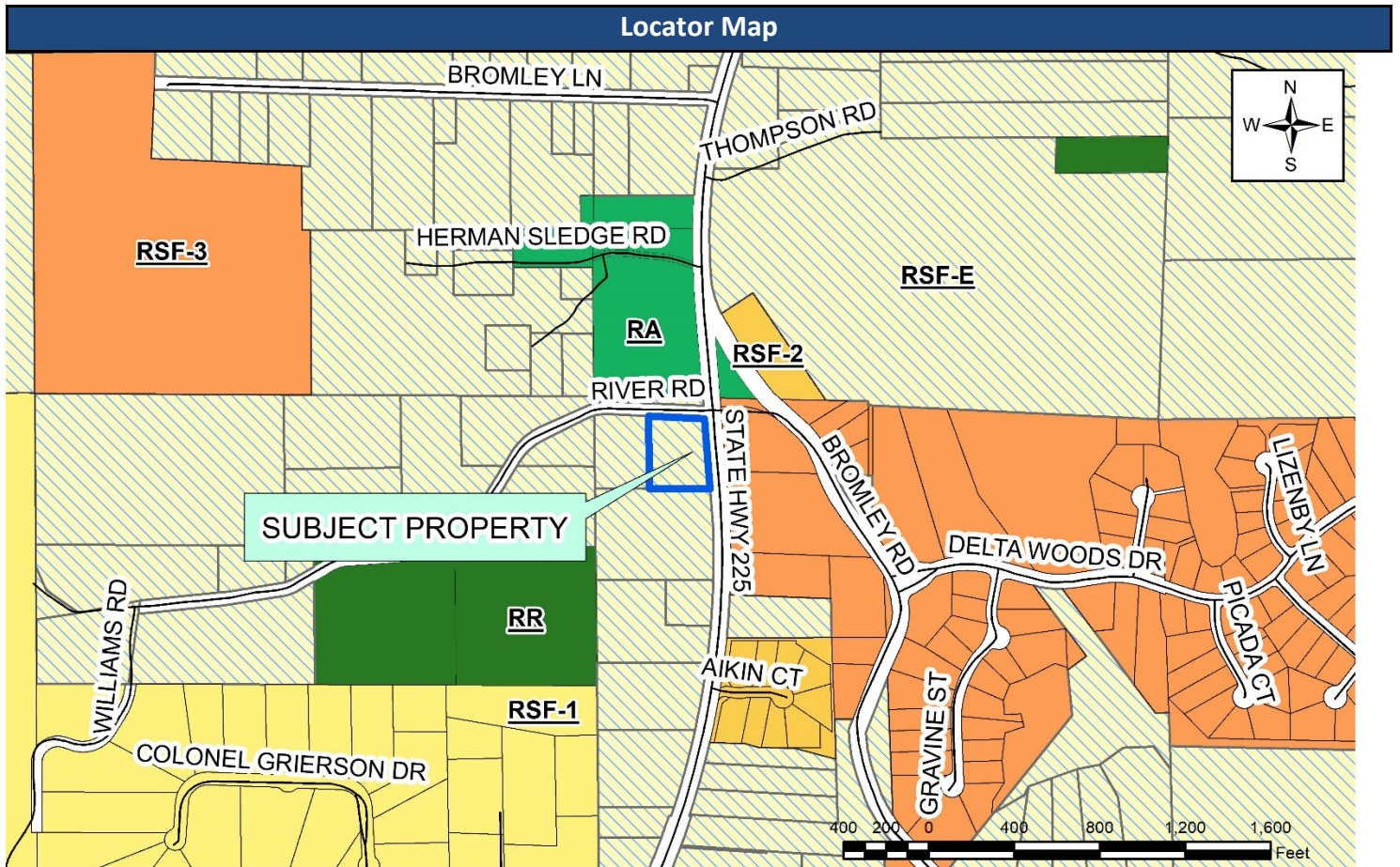




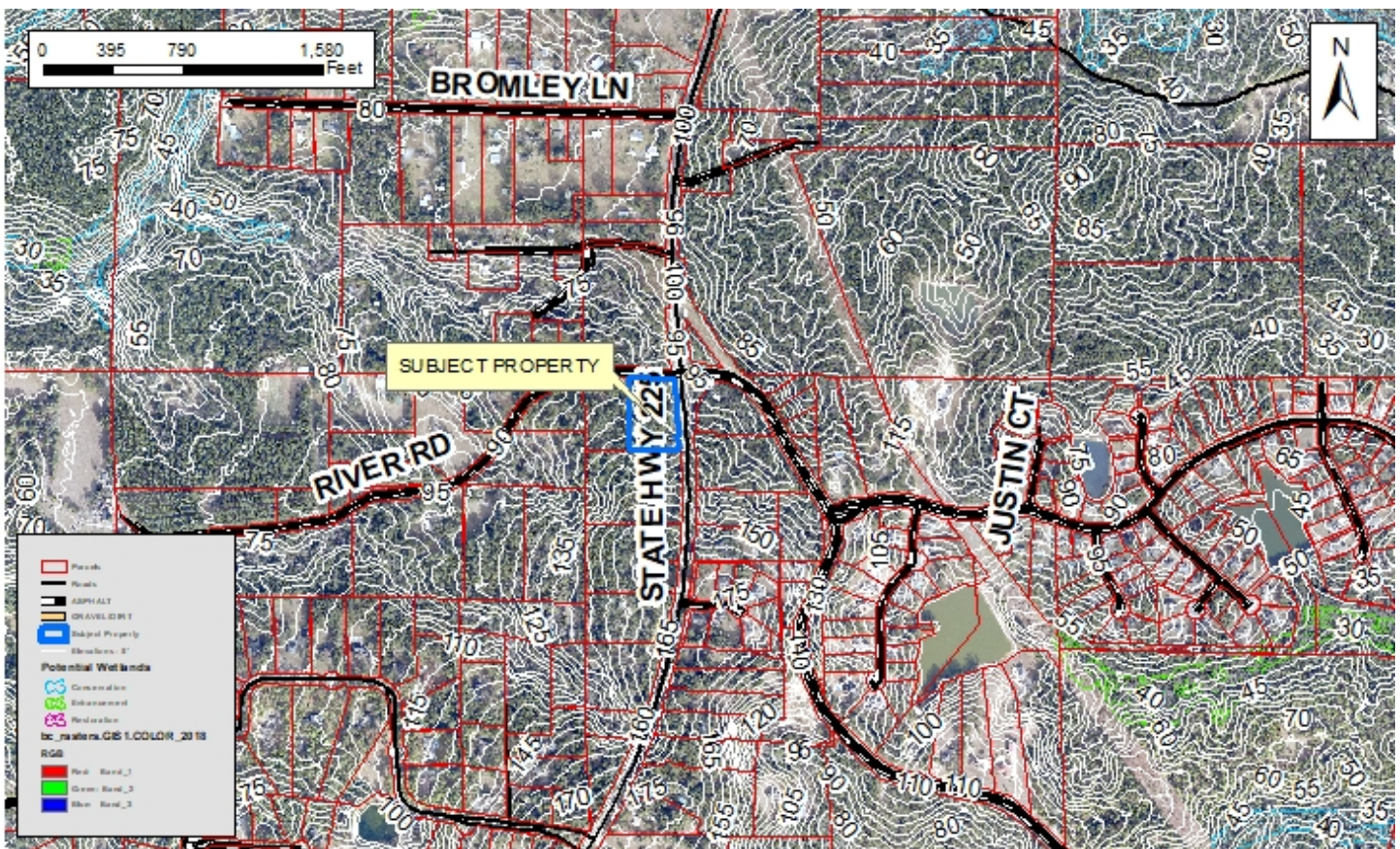
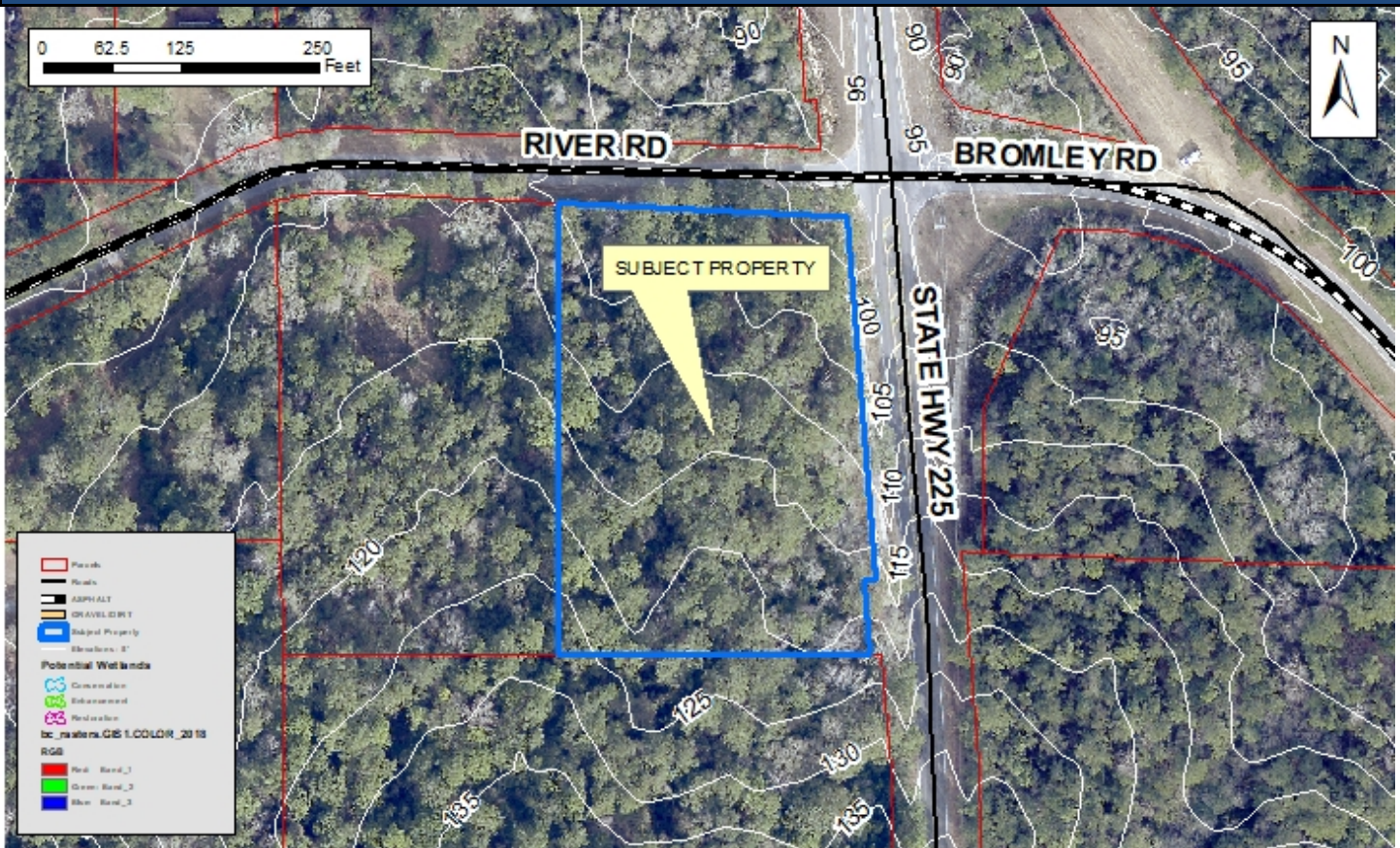


**NORTH WEST CORNER
STATE HWY. 225 & RIVER ROAD**

08/12/2019



Site Map



Emails in Opposition

From: Burnett, Matt [<mailto:matt.burnett@volkert.com>]

Sent: Tuesday, August 27, 2019 11:10 AM

To: D Hart <DHart@baldwincountyal.gov>

Subject: <EXTERNAL> Zoning Case# Z-19038

Mr. Hart,

I am emailing regarding the rezoning of property on Hwy 225 at the southwest corner of the intersection of Bromley Road and River Road (Case# Z-19038). To my understanding, the property developer wants to construct a Dollar General (or another type of dollar store). I would like to point out to you and the zoning board that there is already two Dollar General stores located on Hwy 225 within 12 miles of each other; one at the intersection of Hwy 225 and Hwy 31 and another on the west side of Hwy 225 in the Crossroads community. I do not feel a six mile drive is an inconvenience for our community should someone wish to shop at a dollar store. The property is currently zoned Single Family Residential; I would understand if someone wanted to change the zoning to allow for horses or a couple cows being a somewhat rural area as for as Baldwin County is concerned, but I completely disagree with the construction of a Dollar General or similar business.

Our community does not need three dollar stores within twelve miles of each other on Hwy 225.

Thank you for you time,

Matt Burnett, PE

Volkert, Inc.

From: Randi Stewart [<mailto:randibstewart@gmail.com>]

Sent: Tuesday, August 27, 2019 2:14 PM

To: D Hart <DHart@baldwincountyal.gov>

Subject: <EXTERNAL> Dollar Store Case# Z-19038

Mr. Hart,

I am emailing regarding the rezoning of property on Hwy 225 at the southwest corner of the intersection of Bromley Road and River Road (Case# Z-19038). To my understanding, the property developer wants to construct a Dollar General (or another type of dollar store). I would like to point out to you and the zoning board that there is already two Dollar General stores located on Hwy 225 within 12 miles of each other; one at the intersection of Hwy 225 and Hwy 31 and another on the west side of Hwy 225 in the Crossroads community. I do not feel a six mile drive is an inconvenience for our community should someone wish to shop at a dollar store. The property is currently zoned Single Family Residential. Our community does not need three dollar stores within twelve miles of each other on Hwy 225. I feel like the community cannot sustain three. One will close, leaving a vacant building in its wake.

Thank you,

Randi Stewart

Letter in Opposition

Amy Hadley
7440 River Road
Bay Minette, AL 36507
(251)377-3148
8/20/2019

Baldwin County Planning and Zoning Commission
P O Box 220
Silverhill, AL 36576



RE: Case # Z-19038

Dear County Commissioners and Representatives,

The re-zoning request sign on the long-neglected property caught my eye as I reached the end of my quiet road. I made note of the case number so I could look into the matter.

This is not the first time a re-zoning request has been made for properties that lie on the intersection of State Hwy 225 and River Road outside of Bay Minette. On the north side of River Road, there have been requests for re-zoning to build a community center and later, to erect a cell tower. Both of these requests were defeated.

It is my understanding that the current re-zoning request, Case# Z-19038, involves making the property on the south side of River Road at Hwy 225 available for commercial use, specifically to erect a retail store. I object to this for many reasons.

First, the present owner has never resided in our quiet neighborhood, nor have they maintained the property. A decaying old house, held up by vines and undergrowth, is the first thing you see when you turn onto the road. The owner is unconcerned with the affect the property has on the community's residents. While a retail establishment might bring changes to the property, I fear the long-term impact will not be beneficial.

A retail store does not belong in a residential neighborhood. Commerce's place is in our towns and cities; it should not encroach on purely residential areas. We have access to stores a short 5 mile drive in three directions.

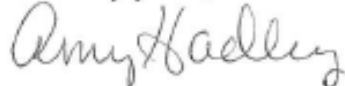
Alabama Hwy 225 is a scenic byway, especially in the areas that adjoin Historic Blakeley State Park. To preserve the natural beauty of the region, we must fight to keep some areas of our beautiful county natural and pristine. We may be 1/2 mile north of the park's entrance, but much of the area is still of historic significance. Our property has a few preserved trenches, and as a boy, my husband found Civil War artifacts here that are now the property of the State Park.

Traffic is another concern. River Road is at the base of a steep hill, and makes a crossroads with Bromley Road to the east. While there is a turning lane for Bromley Road for southbound traffic, there is no turning lane for River Road on the northbound side. As a resident, having strangers stopping at the end of my road, from early morning until late evening, isn't a good prospect. I'm afraid curiosity seekers will be invading my peace and privacy. I am also opposed to having a view of the back of a store/parking lot.

I'd also like to say that most of the River Road residents have lived here for many years. I have lived here for 37 years, my husband has resided here for 45 years. Roger and Gail Day, Mr. and Mrs. Hannis Rider, Nancy Erwin...all of my neighbors have lived here even longer. I feel that this "progress" will devalue our properties and deface our neighborhood.

Please leave my neighborhood zoned Residential Only. The property owner requesting this zoning change is only concerned with profit, and does not care about the best interests of the neighbors this will impact.

Sincerely yours,



Amy Hadley

Phone call in Opposition

From: [Paula Bonner](#)
To: [D Hart](#); [Linda Lee](#); [Vince Jackson](#)
Subject: Z-19038
Date: Thursday, August 29, 2019 11:51:16 AM

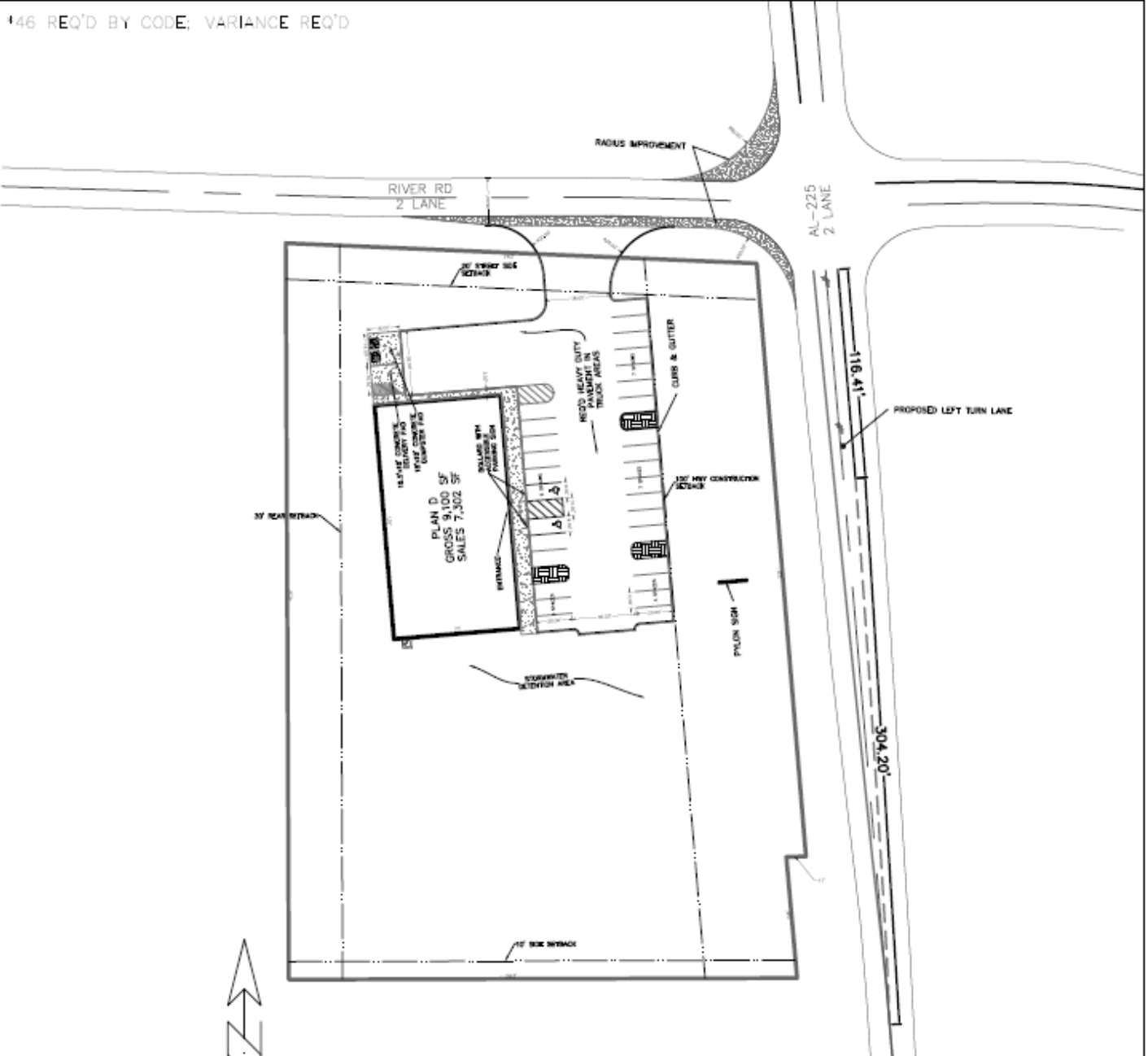
Celia Kelly just called about Z-19038. She asked what the rezoning was for and who the applicant was. When I told Ms. Kelly she said that someone told her the Broadway Group is the company that builds Dollar General stores, then said that she would not like one next to her, although it would be convenient. She asked for the time and place of the meeting.

Ms. Kelly also said she saw on the news a couple of years ago that someone was trying to make 225 some kind of by-way so nothing commercial can go along the areas around Blakely Park, Bromley and the Veteran's Cemetery.

Proposed Site Plan

PRELIMINARY SITE PLAN		BAY MINETTE, AL		
PROTOTYPE:	D	DEVELOPER	DESIGNER	DATE
BLDG/SALES S.F.:	9,100/7,302	COMPANY: THE BROADWAY GROUP	COMPANY: THE BROADWAY GROUP	6/27/2019
ACREAGE:	2.55	NAME: BOB BROADWAY	NAME: PAIGE HILL	
PARKING SPACES:	30*	PHONE: (256) 533-7287	PHONE: (256) 533-7287	

*46 REQ'D BY CODE; VARIANCE REQ'D



80' SCALE: 1" = 80' 160'

NOTE
DIMENSIONS SHOWN ALONG
PROPERTY, RIGHT-OF-WAY
AND/OR LEASE LINES ARE
PRELIMINARY AND SHOWN
FOR INFORMATIONAL



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-005

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-19038, Bankester Family Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, The Broadway Group has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 4, for property identified herein and described as follows:

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 EAST OF BALDWIN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL MARKING THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 EAST AND HAVING ALABAMA STATE PLANE COORDINATES (WEST ZONE, NAD '83) OF NORTH: 272607.65, EAST: 1847043.80; THENCE SOUTH 89 DEGREES 41 MINUTES 22 SECONDS WEST, 2125.17 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF RIVER ROAD (60 FOOT RIGHT-OF-WAY) AND STATE HIGHWAY 225 (RIGHT-OF-WAY VARIES) AND THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING AND ALONG SAID WEST MARGIN OF STATE HIGHWAY 225, SOUTH 07 DEGREES 01 MINUTE 11 SECONDS EAST, 295.00 FEET TO A 1/2-INCH CAPPED IRON PIN (CA#003); THENCE, ALONG SAID WEST MARGIN, SOUTH 88 DEGREES 00 MINUTES 49 SECONDS EAST, 5.00 FEET TO A 1/2-INCH CAPPED IRON PIN (CA#003); THENCE, CONTINUE ALONG SAID WEST MARGIN, SOUTH 04 DEGREES 19 MINUTES 03 SECONDS EAST, 114.16 FEET TO A 1-INCH CRIMP TOPPED PIPE; THENCE, LEAVING SAID WEST MARGIN, SOUTH 89 DEGREES 35 MINUTES 14 SECONDS WEST, 313.49 FEET TO A 1-INCH CRIMP TOPPED PIPE; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 413.68 FEET TO A 1/2-INCH CAPPED IRON PIN (CA#003) MARKING THE SOUTH RIGHT-OF-WAY MARGIN OF RIVER ROAD (60 FOOT RIGHT-OF-WAY); THENCE, ALONG SAID MARGIN, SOUTH 88 DEGREES 59 MINUTES 20 SECONDS EAST, 261.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.72 ACRES MORE OR LESS.

Otherwise known as tax parcel numbers, **05-29-10-32-0-000-004.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-E, Single Family Estate District, to RR, Rural District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend denial of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 4 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-19038, Bankester Family Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 4 from RSF-E, Single Family

Estate District, to RR, Rural District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 4 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th day of **October 2019**.

Honorable Charles Gruber, Chairman

ATTEST

Wayne Dyess, County Administrator

1 SAM DAVIS: All right. Thank you.

2

3 **8-D - CASE Z-19038 - BANKESTER FAMILY PROPERTY**

4 PLANNING AND ZONING COMMISSION CHAIRMAN

5 SAM DAVIS: Next case is Z-19038, Bankester
6 Family Property.

7 MS. LINDA LEE: The subject property,
8 which consists of approximately
9 two-point-seven-two (2.72) acres, is currently
10 zoned RSF-E, Single-Family Estate District. The
11 designation of RR, Rural District, has been
12 requested for the purpose of establishing a
13 retail store.

14 General commercial uses are allowed under
15 this zoning destination with special exception
16 approval from the Board of Adjustment.

17 The subject property is located on the
18 southwest corner of State Highway 225 and River
19 Road in Planning District 4.

20 The adjoining properties are residential and
21 forested timberland. The property to the north
22 is zoned RA, which is a Rural zoning designation.
23 There are three (3) properties to the southwest
24 that are zoned RR, Rural District.

25 The zoning for Planning District 4 was
26 approved by the County Commission on
27 February 21st, 1995. Since that time, there has
28 been new and expended subdivisions in the area.

1 In 2017, property less than a mile to the
2 north was re-zoned from RSF-1 to RR; Case Number
3 Z-17020. In this area, most of the zoning is
4 residential. A future land use destination of
5 Residential has been provided for the subject
6 property.

7 Approval of re-zoning will result in an
8 amendment to the Future Land Use Map to
9 Agricultural. Agricultural, forestry, and
10 similar activities are included with this future
11 land use category.

12 Limited commercial uses, which are intended
13 to serve a rural area, are also included, subject
14 to the requirements found within the zoning
15 ordinance.

16 These are pictures of the subject property
17 and the adjacent properties and the intersection.
18 This is a survey of the property. This is a site
19 plan of the proposed retail store.

20 The RR, Rural District, was originally
21 created for Planning District 4 to accommodate
22 the rural areas of Baldwin County.

23 Per the applicant, ALDOT is requiring a
24 left-turn lane on State Highway 225 northbound.
25 And they will be widening and repaving a portion
26 of River Road, per the Highway Department
27 requirement.

28 According to the Baldwin County Zoning

1 Ordinance, a twenty-five (25) foot landscape
2 buffer will be required along the portions of the
3 property which are both residential zoning
4 designations, if the property is re-zoned and the
5 applicant is granted a special exception for
6 proposed use.

7 Staff has received several phone calls in
8 opposition to a store at this location. In your
9 staff report are two e-mails and one letter in
10 opposition to this request.

11 The proposed tenant has stores six-point-two
12 (6.2) miles north and five-point-six (5.6) miles
13 south of this property.

14 Staff does recommend that this Commission
15 recommend approval of this application. And I'll
16 answer any questions you have for me.

17 PLANNING AND ZONING COMMISSION CHAIRMAN
18 SAM DAVIS: Any questions for Linda?

19 COMMISSION MEMBER BRANDON BIAS: Linda,
20 just for clarification, if this were to be
21 approved, it would have to go before the BOA for
22 a variance?

23 MS. LINDA LEE: It would go to the BOA
24 for special exception.

25 COMMISSION MEMBER BRANDON BIAS: Special
26 exception, I'm sorry, for the commercial use.

27 MS. LINDA LEE: Yes, sir.

28 COMMISSION MEMBER BRANDON BIAS: Okay.

1 Thank you.

2 PLANNING AND ZONING COMMISSION CHAIRMAN

3 SAM DAVIS: Any other questions for Linda?

4 (No response.)

5 PLANNING AND ZONING COMMISSION CHAIRMAN

6 SAM DAVIS: All right. Thank you, Linda.

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

8 Is there someone here representing the applicant?

9 MS. ALYSSA CARTER: I'm right here.

10 (Ms. Alyssa Carter approached the podium.)

11 MS. ALYSSA CARTER: My name is Alyssa
12 Carter, and I'm with the Broadway Group. We're
13 the developer for this project. I've made a
14 PowerPoint, and y'all have a copy in front of you
15 as well.

16 So here's just some site pictures that we
17 have of this location. As you can see, we're
18 one-point-two (1.2) miles north of Blakeley State
19 Park. Just some more site pictures for everyone
20 to see exactly where we are.

21 So like Linda said, we're proposing a
22 re-zone, two-point-seven-two (2.72) acres from
23 RSF-E district to RR district to allow
24 construction of a smaller type of a nine
25 thousand, one hundred (9,100) square foot retail
26 store. With a special exception, we will be able
27 to build this retail store.

28 We did hear that there was some traffic

1 concerns. So we have been working with Baldwin
2 County Highway Department and ALDOT to make this,
3 you know, is a safe retail store entrance for
4 everyone and for the community behind the store.

5 So we will be re-surfacing River Road, and we
6 will be adding a left turn lane. Currently,
7 there's a hashed area that we will be milling and
8 re-striping to make the left-turn lane.

9 Here is an example that we have illustrated
10 how we are going to make the turn lane. So all
11 of our design standards will meet all County
12 requirements; the lighting, the sign, all of
13 setbacks. And we will be doing the landscaping
14 and buffering.

15 There is -- the lot right now is heavily
16 wooded. So we will try to keep as much of the
17 trees behind the store as possible. And then
18 towards the south, we'll be cutting a little bit
19 just for visibility to the store. But we will be
20 maintaining as much of the trees that are
21 currently there as we possibly can. So we will
22 have a good buffer to all the residents behind
23 us.

24 So this retail store is just to provide a
25 convenient shopping experience for everyone in
26 the community. So they don't have to drive
27 six-point-two (6.2) miles north or
28 five-point-five (5.5) miles south to the next

1 store to get whatever they need.

2 If you forget some milk at the grocery store,
3 you can always stop by this retail store to get
4 your milk.

5 This one of the fastest growing retailers in
6 American. And we will be having ten (10) new
7 local jobs for this area. And there will be
8 significant tax revenue for this store.

9 Thank you for your time. And I'll answer any
10 questions.

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: Who is the retailer?

13 MS. ALYSSA CARTER: I cannot name it at
14 this time.

15 PLANNING AND ZONING COMMISSION CHAIRMAN

16 SAM DAVIS: Any other questions for Ms. Carter?

17 (No response.)

18 AN AUDIENCE MEMBER: I have opposition.

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: We'll get to you in just a minute.

21 So just hold tight.

22 COMMISSION MEMBER BONNIE LOWRY: I just
23 have one question for her. Does ALDOT really
24 agree with you on everything that you talked
25 about as far as the required improvements for
26 Highway 225?

27 MS. ALYSSA CARTER: Yes, ma'am. That
28 was their recommendation to us, was to do that

1 improvement. We've been working with Michael
2 Smith at ALDOT.

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Any other questions for Ms. Carter?

5 (No response.)

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Okay. Thank you.

8 Anyone else here signed up in support that
9 has anything different than what Ms. Carter had
10 to say?

11 (Mr. Bob Wills indicating.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Bob, come on up.

14 MR. BOB WILLS: Thank you, Mr. Chairman,
15 Commission Members. My name is Bob Wills. And I
16 represent the owners of the property, the
17 Bankester family.

18 The family that owns the property now
19 consists of eleven (11) heirs of Lewis Bankester,
20 who obtained ten (10) acres in this location back
21 in 1924.

22 One of his grandchildren, Ms. Mary-Louise
23 McMillan, owns the five (5) acres immediately
24 south of this site. It's part of the original
25 ten (10) acre site. Other family members own the
26 two-and-a-half (2.5) acres immediately west of
27 this site. And these heirs own this eleven
28 (11) acres.

1 The property has devolved to them through the
2 years through intestate succession. That's why
3 we have eleven (11) different owners at this
4 time.

5 As you all probably know, when you have
6 eleven (11) different owners and family members,
7 it's difficult to get everyone on the same page.
8 They are on the same page here in the pursuit of
9 this project.

10 The property has been left -- I wouldn't
11 neglected, but there's been no activity on it in
12 many, many, many years, because the heirs -- the
13 diverse ownership didn't do anything with it.
14 This will provide the opportunity to make a real
15 improvement to the property.

16 As you all know, this area of 225 is growing
17 rapidly. Several years ago, I guess, the County
18 and the State ALDOT reconfigured the
19 intersection.

20 Now, Bromley Road and River Road are directly
21 across 225 from each other. It used to be that
22 they were offset somewhat.

23 So this is a prime location for this type of
24 development at this time with the increased
25 population and residential houses we have in the
26 area.

27 As Ms. Carter pointed out, this type of store
28 really caters to the local community. It's not

1 what's known as a destination store where people
2 will be coming from miles and miles away. So it
3 should provide a real asset to the local
4 community.

5 We have a number of folks here with the
6 family, I think, who have signed up to speak.
7 But I know I can probably speak for all of them.

8 And so what -- I'd like them to stand up.
9 They're all here in support of it. If you would,
10 just stand to be recognized by the Commission,
11 those family members who are here.

12 (Several audience members complied.)

13 MR. BOB WILLS: And I didn't get a
14 chance to talk to all of them.

15 If any of you signed up and want to speak,
16 please feel free to do so.

17 They're all in favor of this. They really
18 would like to see you all recommend approval of
19 this re-zoning. Be glad to answer any questions.

20 PLANNING AND ZONING COMMISSION CHAIRMAN

21 SAM DAVIS: Any questions for Bob?

22 COMMISSION MEMBER ARTHUR OKEN:

23 Mr. Chairman, do any of these folks live in the
24 vicinity of this site, any of the heirs?

25 MR. BOB WILLS: Ms. McMillan has a house
26 on the five (5) acres south of it, but her
27 permanent home is in Huntsville. There are
28 several of the heirs who live in the Daphne area.

1 None of them live immediately in this community,
2 though.

3 COMMISSION MEMBER ARTHUR OKEN: Thank
4 you.

5 MR. BOB WILLS: Yes, sir.

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Any other questions for Bob?

8 (No response.)

9 PLANNING AND ZONING COMMISSION CHAIRMAN

10 SAM DAVIS: Okay. Thank you, Bob.

11 MR. BOB WILLS: Thank you very much.

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Any other people in support have
14 anything different than what's been said already
15 that y'all would like for us to know?

16 (No response.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN

18 SAM DAVIS: Thank you.

19 Is there a representative of the opposition?

20 MS. LYNN HARRISON: There are two of us
21 here. We live very near where this is going to
22 be built.

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: Come on up.

25 MS. LYNN HARRISON: Hello, good evening.
26 My name is Lynn Harrison. I'm a twenty (20) year
27 resident of Baldwin County.

28 I'm very vested in how Baldwin County

1 develops. And I'm so thankful for how things
2 have developed so far along 225.

3 We have the new national cemetery there,
4 which was a wonderful addition. We have what I
5 consider one of the most important sites in the
6 state; Saluda Ridge, which is historically the
7 last battle of the Civil War, filled with Civil
8 War dead.

9 And all of these would be within less than a
10 mile of where they're proposing to put this
11 store. And as was mentioned, there are Dollar
12 Stores, literally, within five (5), six (6) miles
13 in either direction from our subdivision gates.

14 When you had the map up, my house was right
15 down below. So I am in, you know, the exactly
16 proximity.

17 I was a teacher here in Baldwin County for
18 twenty (20) years and an administrator at Foley
19 High School. I'm now retired. And I am vested
20 in this community. I love it.

21 I've given, you know, my efforts to it. And
22 I would hate to see something like a Dollar Tree
23 or a Dollar Store go into that area.

24 When you consider the historical significance
25 there and trees growing, and beautiful is what
26 Baldwin County is known for.

27 You know, we have our areas of development on
28 59, on 98. And, you know, Rouses down there is

1 where the Dollar Store is. Then there's the
2 four-way up above, closer to Bay Minette. And
3 that's where the other Dollar Store is.

4 And the residents are just -- Why have
5 another Dollar Store? Why? It's not a
6 convenience for us. It is a distraction. It's
7 gaudy. It's just not something that is
8 appropriate given the location.

9 PLANNING AND ZONING COMMISSION CHAIRMAN
10 SAM DAVIS: Where do you live in relation to the
11 property?

12 MS. LYNN HARRISON: I live on Colonel
13 Grierson Drive in Bromley Woods. They're
14 five-tenths (5/10) of a mile away.

15 And the area is beautiful and wooded. It's
16 being developed well at this point. I mean, I
17 have no qualms about saying, you know, when that
18 national cemetery went in, I thought it was
19 completely appropriate.

20 PLANNING AND ZONING COMMISSION CHAIRMAN
21 SAM DAVIS: Let me ask you -- You're starting to
22 repeat yourself. So let me ask --

23 MS. LYNN HARRISON: Yes, please.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: -- any questions for this lady?

26 (No response.)

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: Okay. Thank you. Is the lady next

1 to you here to speak?

2 (Ms. Thelia Kelly approached the podium.)

3 MS. THELIA KELLY: My name is Thelia
4 Kelly. I live in Bromley Woods, which is just
5 down the road about half a mile.

6 The area has several subdivisions. I'm
7 talking about within -- well, the first one is
8 Aikan Court, which is -- this came from the
9 revenue site, the mapping.

10 The entrance to Aikan Court is eight hundred
11 fifty (850) feet from that -- from the subject
12 site. And homes in that subdivision are priced
13 like four hundred thousand (\$400,000) and up.

14 And then, our subdivision, Bromley Woods, has
15 homes in there up to one -- six hundred thousand
16 (\$600,000). And then, the Saluda Ridge
17 subdivision, expensive homes in there; Blakeley
18 Oaks, expensive homes. That's all within
19 seven-tenths (7/10) of a mile.

20 And there are several single-family
21 residences within half a mile of that, of the
22 subject property. Within three-quarters (3/4) of
23 a mile, there's two churches; the St. John's
24 Catholic Church, the East Point Baptist Church.
25 There's are two cemeteries; the Historic Saluda
26 Ridge Cemetery, she mentioned, and a new State
27 Veterans Cemetery. There is Blakeley State Park.

28 In addition, I haven't been able to find out

1 the status of this, but I think the works are
2 underway to declare that 225 -- designate the 225
3 corridor as a scenic byway to be called the
4 Tensaw Parkway. And y'all know more about the
5 status of that than I do.

6 But I did read the brochure on the
7 requirements for being designated scenic byway.
8 And one is to maintain the natural -- the natural
9 appearance of the area and limited commercial
10 developments.

11 So we don't -- those of us who live there
12 when we bought in the country, we did not -- I
13 mean, we knew we were not going to be right next
14 door to a Dollar Store or any kind of retail
15 development.

16 If we had wanted to be that close, we would
17 have bought in town. Instead, we chose the rural
18 area. And we like the rural ambiance. And we
19 don't mind driving five miles to get a gallon of
20 milk, which we pass right by in the direction you
21 come into our area. You pass right by a Dollar
22 General Store.

23 Thank you.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Thank you.

26 Let me ask the other people here that signed
27 up in opposition, does anyone have anything
28 different than what's already been presented? If

1 you do come on up to the podium. I didn't see
2 you over there, I'm sorry.

3 (Mr. Charles Brevik (phonetic) approached the podium.)

4 MR. CHARLES BREVIK: Thank you for the
5 opportunity.

6 PLANNING AND ZONING COMMISSION CHAIRMAN
7 SAM DAVIS: Give us your name.

8 MR. CHARLES BREVIK: I'm Charles Brevik.
9 I live just off Bromley Road, which is pretty
10 much across the road from where this development
11 is intended to go in.

12 As has been mentioned at this point, there
13 are -- apparently, this is ostensibly going to be
14 a Dollar General Store installed on this lot.

15 We currently have one six (6) miles north at
16 the intersection of Alabama 225 and County Road
17 138. We have another one five (5) miles south at
18 the intersection of Alabama 225 and U.S. 31.

19 My objection to this particular installation
20 is I don't see any prior proper planning being
21 done with traffic control at either of their two
22 existing sites where they've developed a Dollar
23 General Store.

24 To put in a Dollar General Store at this
25 particular intersection, I firmly believe we need
26 more traffic control than what has been presented
27 to this point, things like acceleration,
28 deceleration lanes.

1 I think we need a better turn lane off of
2 that hashed area that the young lady talked
3 about. It's pretty narrow. It's really not
4 suitable for a turning lane. It's going to have
5 to be widened.

6 That's my big objection to this particular
7 process. If you're going to do this, please
8 include adequate infrastructure funding for the
9 access and egress from this store.

10 When I go up to the Dollar General Store at
11 the intersection of US 31 and 225, you got a hell
12 of a mess of up there, folks. It's a nasty
13 intersection where they have got to go in and out
14 of that store.

15 There are on acceleration/deceleration lanes,
16 no left-turn lanes. Traffic can bottleneck up
17 there and back up on 31 in about three car
18 lengths.

19 So I don't want to see you build the same
20 kind of situation down there at the intersection
21 with 225. River Road's on one side, Bromley
22 Road's on the other.

23 PLANNING AND ZONING COMMISSION CHAIRMAN
24 SAM DAVIS: Thank you, sir.

25 Any questions for this gentleman?

26 (No response.)

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: Thank you.

1 MS. VERONICA SMITH: This is not a
2 question.

3 PLANNING AND ZONING COMMISSION CHAIRMAN
4 SAM DAVIS: Ma'am -- ma'am. We can only speak
5 from the podium. So come on up.

6 (Ms. Veronica Smith approached the podium.)

7 MS. VERONICA SMITH: Hi. My name is
8 Veronica Smith, and I live on Aiken Court. And I
9 want to give you a little bit of perspective
10 about the lay of the land where they're talking
11 about.

12 So Aiken Court, if you're going up 225,
13 you've got Blakeley and Forest on the left,
14 Blakeley State Park, and then the Veteran
15 Cemetery on the right, and then the cemetery --
16 oh, the subdivision that the other two ladies
17 lived in.

18 And it's on a hill, approaching a hill. And
19 Aiken Court comes out to the east side of 225
20 right at the crest of that hill. And from the
21 crest of that hill down to the bottom, the
22 intersection of Bromley Road where they're
23 proposing putting this on the left there.

24 It's a very steep decline. And there is
25 already an issue there with safety of turning in
26 and out of my road, because -- We've only lived
27 there about two and a half years. And that --
28 that still remains our biggest concern, is

1 getting people behind us to slow down enough so
2 that I can turn in without having to do it on two
3 wheels.

4 The school bus stops exactly on top of that
5 hill in front of my street and picks up children
6 in the morning and lets them off in the
7 afternoon.

8 And you've got that -- about a hundred (100)
9 yards down to the bottom of that hill there where
10 they're proposing the business to be on the left,
11 and Bromley Road to the right. And you've got
12 too many intersections going on at the bottom of
13 a very steep hill and with only about a hundred
14 (100) yards for a complete stop.

15 And I realize they're talking about putting
16 in a turn lane. But, correct, we have a Dollar
17 General to the south, five (5) miles; another one
18 six (6) miles to the north at Crossroads; and
19 then two (2) miles to the north is a gas station
20 that carries fresh bait and fresh seafood and
21 bread and milk and anything else, gas, that we
22 need. I ran up there and got a box of Jello one
23 time.

24 So, you know, to say that we need another
25 Dollar General between six (6) mile up there and
26 the five (5) mile back there and the two (2)
27 miles up to the gas station is not something we
28 need, especially at that intersection, because of

1 the danger element.

2 And then in addition, I am concerned about
3 the property values. We bought out there
4 because, you know, the house values on Aiken
5 Court and the surrounding areas were really good.
6 And it's a little bit, you know, rural without
7 being way off somewhere. And so we like it like
8 that. And we just zip down to Rouses or zip up
9 to the gas station to get anything that we need.

10 So I'm staunchly opposed to it, for many
11 reasons and including the safety of where that is
12 at the bottom of a hill. So...

13 PLANNING AND ZONING COMMISSION CHAIRMAN
14 SAM DAVIS: Thank you very much. Any questions
15 for this lady?

16 (No response.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN
18 SAM DAVIS: Okay. Thank you.

19 Ms. Carter, would you like to come up back up
20 and address the -- it seems like the main issue
21 or concern is the traffic.

22 MR. DAVID ANNER: I'm opposed. Can I
23 speak ahead of her?

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Yes, sir.

26 MR. DAVID ANNER: Okay. Thank you.

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: I would ask you to limit your --

1 MR. DAVID ANNER: I'm going to brief and
2 quick.

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Okay. Hopefully, it's something we
5 haven't already heard three times.

6 (Mr. David Anner (phonetic) approached the podium.)

7 THE COURT REPORTER: And state your
8 name.

9 MR. DAVID ANNER: Well, I'm going to
10 highlight the two --

11 THE COURT REPORTER: State --

12 MR. DAVID ANNER: -- things that she
13 already talked about.

14 THE COURT REPORTER: State your name,
15 please.

16 MR. DAVID ANNER: My name is David
17 Anner. I live in Delta Woods, which is the first
18 subdivision on Bromley Road from this
19 intersection. It's about half a mile up Bromley.

20 Bromley Road, as you guys know, have been
21 re-zoning a lot of that and have already surveyed
22 it. Bromley Road is going to grow. Traffic is
23 going to increase coming down to Bromley Road and
24 225.

25 Now, from both sides coming to this corner,
26 you have hills on both sides. The one coming off
27 from the north side is steeper, and the sight
28 distance there is shorter than the hill coming --

1 I should say coming south -- than the hill coming
2 north. But you have two hills on both sides of
3 this intersection coming down.

4 Now, granted you'll have turn lanes going in
5 and going in this way, but when you have traffic
6 coming down Bromley that wants to turn -- or down
7 225 that wants to turn left inside, you have
8 nothing there. There's not enough room to do
9 anything to expand 225. And we just put a turn
10 lane in coming in to 225.

11 You're going to have problems with traffic
12 coming out of Bromley trying to get through there
13 and people seeing -- and try seeing the people
14 slowing down into the decreasing zone, slowing
15 down to make their turns into the zoning and
16 passing off these hill sites.

17 That's all I have to say.

18 PLANNING AND ZONING COMMISSION CHAIRMAN
19 SAM DAVIS: Thank you, sir.

20 Ms. Carter.

21 MS. ALYSSA CARTER: So we are required
22 for our access to have -- we have to get a permit
23 through the Baldwin County Highway Department.

24 And since they are making us widen and redo
25 River Road all the way up to the ALDOT
26 right-of-way, we also have to get an ALDOT
27 permit, which they are requiring us to turn the
28 hashed area into a left-turn lane.

1 That was their recommendation to us. And we
2 will follow whatever recommendations they would
3 like for us to do.

4 PLANNING AND ZONING COMMISSION CHAIRMAN

5 SAM DAVIS: Any other questions of Ms. Carter?

6 (No response.)

7 PLANNING AND ZONING COMMISSION CHAIRMAN

8 SAM DAVIS: Thank you.

9 We'll close the public hearing at this point.
10 Any other questions for staff?

11 (No response.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Linda, you got anything else you'd
14 like to add?

15 MS. LINDA LEE: No, sir.

16 PLANNING AND ZONING COMMISSION CHAIRMAN

17 SAM DAVIS: Any questions for Linda?

18 COMMISSION MEMBER BONNIE LOWRY: Linda,
19 is this a presale -- I keep hearing Dollar Store
20 or Dollar Tree. And is this a presale, or is
21 this a firm deal?

22 MS. LINDA LEE: That's a question for
23 the applicant. I don't know if it's a presale or
24 a firm deal.

25 PLANNING AND ZONING COMMISSION CHAIRMAN

26 SAM DAVIS: Any other questions for Linda?

27 (No response.)

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: I would say, Bonnie, that this seems
2 like it's pretty solid, what they have gone
3 through to this point. I don't want to open the
4 public hearing back up. All right.

5 ATTORNEY DAVID CONNER: Just for the
6 record, when considering requests like this to
7 re-zone a piece of property, the real discussion
8 and decision should be whether or not this
9 particular zoning is appropriate for this site.

10 I mean, it's being proposed for this use.
11 And whether that contract goes forward, whether
12 they ultimately build this or not, really the
13 question should be whether or not this particular
14 site is appropriate for that zoning
15 classification.

16 PLANNING AND ZONING COMMISSION CHAIRMAN
17 SAM DAVIS: Thanks for that clarification.

18 All right. Staff has recommended approval of
19 this. This is will be a recommendation to the
20 County Commission. So is there a motion to
21 recommend approval to the County Commission?

22 COMMISSION MEMBER ARTHUR OKEN:
23 Mr. Chairman, I make a motion to deny.

24 COMMISSION MEMBER NANCY MACKEY: I
25 second that motion.

26 PLANNING AND ZONING COMMISSION CHAIRMAN
27 SAM DAVIS: All right. There is a motion to deny
28 and a second on the table. Let's have a rollcall

1 vote.

2 MS. LINDA LEE: Mr. Murphy.

3 COMMISSION MEMBER KEVIN MURPHY: No.

4 MS. LINDA LEE: You said no?

5 COMMISSION MEMBER KEVIN MURPHY: No.

6 COMMISSION MEMBER BONNY LOWRY: Sam, can
7 you read --

8 MS. LINDA LEE: Ms. Lowry.

9 PLANNING AND ZONING COMMISSION CHAIRMAN

10 SAM DAVIS: Hold on just a second. Just to
11 clarify, a no vote is a recommendation against
12 the motion to deny. A yes vote is for the
13 recommendation to deny.

14 COMMISSION MEMBER KEVIN MURPHY: Yes
15 vote is -- the motion is --

16 PLANNING AND ZONING COMMISSION CHAIRMAN

17 SAM DAVIS: To deny.

18 COMMISSION MEMBER KEVIN MURPHY: To
19 deny.

20 PLANNING AND ZONING COMMISSION CHAIRMAN

21 SAM DAVIS: So a no vote means you don't want to
22 deny it.

23 COMMISSION MEMBER KEVIN MURPHY: Right.

24 PLANNING AND ZONING COMMISSION CHAIRMAN

25 SAM DAVIS: Okay. Go ahead, Linda.

26 MS. LINDA LEE: Ms. Lowry.

27 COMMISSION MEMBER BONNIE LOWRY: Yes.

28 MS. LINDA LEE: Mr. Nance.

1 COMMISSION MEMBER DANIEL NANCE: No.
2 MS. LINDA LEE: Mr. Bias.
3 COMMISSION MEMBER BRANDON BIAS: Yes.
4 MS. LINDA LEE: Mr. Oken.
5 COMMISSION MEMBER ARTHUR OKEN: Yes.
6 MS. LINDA LEE: Ms. Mackey.
7 COMMISSION MEMBER NANCY MACKEY: Yes.
8 MS. LINDA LEE: Mr. Davis.
9 COMMISSION MEMBER ROBERT DAVIS: Yes.
10 MS. LINDA LEE: Mr. Tonsmire.
11 COMMISSION MEMBER PULMER TONSMIRE: Yes.
12 MS. LINDA LEE: The motion carries on a
13 vote of six to two.
14 ATTORNEY DAVID CONNER: Just as a
15 reminder, this is a recommendation to the County
16 Commission. It will come up to the County for a
17 County Commission meeting for their consideration
18 and approval at a subsequent meeting date and
19 time.
20 MR. VINCE JACKSON: Mr. Chairman, we'd
21 like to make a variation from the agenda and go
22 ahead and take the RSA case before the text
23 amendments.
24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Okay. We can do that. Let's take a
26 five-minute break.
27 This case has got a lot of opposition. We
28 would ask that the opposition appoint a

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-19038

Bankester Property

Rezone RSF-E to RR

9/5/2019

Motion: TO RECOMMEND DENIAL

Made by: ARTHUR OKEN

Motion Seconded by: NANCY MACKEY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy		X
Bonnie Lowry	X	
Daniel Nance		X
Brandon Bias	X	
Arthur Oken	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	

**CHAIRMAN ONLY VOTES IN CASE OF A TIE*

MOTION CARRIES ON A VOTE OF 6-2

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: Z-19038 Bankester Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/5/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-19038 Bankester Property

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

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The Baldwin Times

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Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/21/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 08/21/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 302730

Case No. Z-19038 Bankester Family Property

Amount of Ad: \$105.00

Legal File# Case No. Z-1903

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-19038
Bankester Family Property
Planning District 4

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by The Broadway Group, LLC, on behalf of the Bankester Family, owner of property located at 7560 River Road in Planning District 4. The applicant is requesting approval to rezone 2.72± acres from RSF-E - Estate Residential District to RR - Rural District. The Parcel Identification Number is 05-29-10-32-0-000-004.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, September 5, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

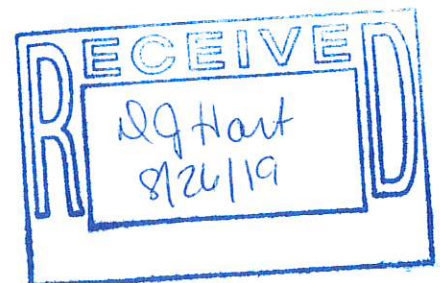
The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

August 21, 2019



Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 10/8/2019
Re: Z-19038 Bankester Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 10/15/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-19038 Bankester Property

The Planning and Zoning Commission meeting was held **Thursday September 5, 2019**.

The County Commission public hearing is scheduled for **Tuesday October 15, 2019**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/18/2019, 09/25/2019, 10/02/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

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X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 10/02/2019.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 303734

Case No. Z-19038 Bankester Family Property

Amount of Ad: \$346.56

Legal File# Case No. Z-1903

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
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NOTICE OF
PUBLIC HEARING
Case No. Z-19038
Bankester Family
Property
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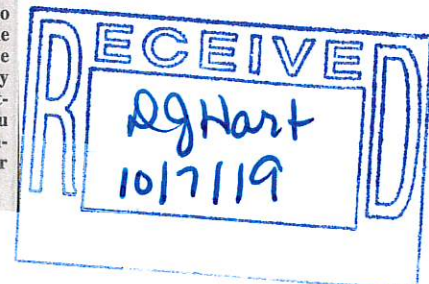
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, October 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
September 18-25;
October 2, 2019



Printer Affidavit:

This is to certify the attached advertisement

Appeared in Wednesday Issue of Gulf Coast Media.
The Courier, The Islander & The Onlooker
Publication Date(s):

September 25, 2019

Account # 9871101 PO # _____

Cost \$ 336.00 Ad # 248695

2-19038

Bethany Randall

Bethany Randall

Sales Representative

Bill To:

BC Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of October, 20 19

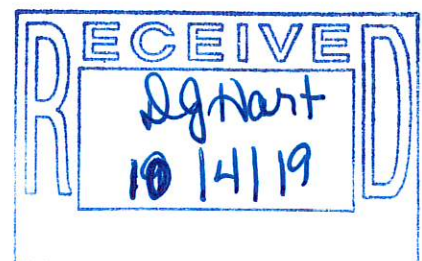
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



CROSS COUNTRY

Baldwin teams, individual runners compete at Daphne Invitational

The Spanish Fort Lady Toros and the Daphne Trojans finished in the top five at the Daphne High hosted meet Saturday at Historic Blakely State Park. St. Paul's boys' and girls' teams swept first place.

DAPHNE INVITE RESULTS

GIRLS 5K RUN

(Sept. 21)

TEAM RESULTS

» 1 St. Paul's Episcopal 60 2 11

13 16 18 20 21

Total Time: 1:45:55.93

Average: 21:11.19

» 2 Baker 63 3 5 12 15 28 31

48

Total Time: 1:45:09.76

Average: 21:01.96

» 3 McGill-Tooleen Catholic 81

6 8 10 27 30 39 49

Total Time: 1:47:56.09

Average: 21:35.22

» 4 Spanish Fort 129 17 19 23

29 41 46 62

Total Time: 1:52:20.96

Average: 22:28.20

» 5 Thompson 167 7 24 40 43

53 59 67

Total Time: 1:54:03.67

Average: 22:48.74

» 6 Faith Academy 177 4 9 44

50 70 74 84

Total Time: 1:53:53.26

Average: 22:46.66

» 7 Bayside Academy 193 25

34 37 42 55 60 69

Total Time: 1:56:50.99

Average: 23:22.20

» 8 Ums-Wright 201 14 26 32

57 72 79 80

Total Time: 1:56:50.38

Average: 23:22.08

» 9 Long Beach High School

2221 22 38 71 90 93 94

Total Time: 1:56:27.81

Average: 23:17.57

» 10 Mary G Montgomery 261

33 51 56 58 63

Total Time: 2:00:52.33

Average: 24:10.47

» 11 St. Michael Catholic High

316 35 65 68 73 75 82 85

Total Time: 2:04:24.84

Average: 24:52.97

» 12 Daphne 316 45 47 54 83

87 100 104

Total Time: 2:03:45.02

Average: 24:45.01

» 13 Davidson 395 36 77 89

95 98 106 112

Total Time: 2:11:16.33

Average: 26:15.27

» 14 St. Luke's Episcopal Scho

397 52 61 66 102 116

Total Time: 2:18:09.53

Average: 27:37.91

» 15 Gulf Shores HS 434 64

78 81 101 110 114 115

Total Time: 2:15:35.93

Average: 27:07.19

INDIVIDUAL GIRLS RESULTS

» 1 Biancamano, Brooklyn

Long Beach 18:31.111

» 2 Valenzuela, Isabel St.

Paul's E 19:24.27 2

» 3 Baxter, Lindsey Baker

19:30.02 3

» 4 Shumock, Emily Faith

Academy 19:45.85 4

» 5 Baxter, Leslie Baker

19:56.46 5

» 6 Bolton, Claire Frazier

McGill-Toole 20:11.39 6

» 7 Allen, Emily Thompson

20:38.36 7

» 8 Ferlise, Abby McGill-Toole

21:05.89 8

» 9 Duplantier, Brooke

Fairhope 21:08.60

» 10 Lansdown, Bailey Faith

Academy 21:14.22 9

» 11 Adams, Anna McGill-Toole

21:14.83 10

» 12 Rush, Katherine St.

Paul's E 21:20.82 11

» 13 Morgan, Claire Baker

21:20.89 12

» 14 Purdum, Katherine St.

Paul's E 21:27.91 13

» 15 Ellis, Brenda Ums-Wright

21:28.52 14

» 16 Baggott, Abigail Baker

21:44.57 15

» 17 Browning, Macy St. Paul's

E 21:46.03 16

» 18 Wilder, Olivia Spanish

Fort 21:53.84 17

» 19 Strickland, Sarah St.

Paul's E 21:56.90 18

» 20 Miller, Kate Spanish Fort

22:00.92 19

» 21 Singleton, Mary Howard

St. Paul's E 22:03.24 20

» 22 Ford, Janie St. Paul's E

22:04.01 21

» 23 Osness, Abigail Long

Beach H 22:10.44 22

» 24 Grantham, Ryley Spanish

Fort 22:16.80 23

» 25 Moon, Lauren Thompson

22:27.87 24

» 26 Doyle, Catherine Bayside

Academy 22:29.89 25

BOYS 5K RUN

TEAM RESULTS

» 1 St. Paul's Episcopal 40 3 6

7 8 16 36 87

Total Time: 1:27:23.29,

Average: 17:28.66

» 2 Baker 87 2 11 21 23 30

60 81

Total Time: 1:30:14.36

Average: 18:02.88

» 3 UMS-Wright 96 1 9 22 31

33 58 68

Total Time: 1:30:20.77

Average: 18:04.16

» 4 Daphne 128 5 15 18 25 65

69 80

Total Time: 1:31:18.81

Average: 18:15.77

» 5 McGill-Tooleen Catholic 139

4 14 24 48 49 67 96

Total Time: 1:31:31.83

Average: 18:18.37

» 6 St. Michael Catholic High

156 12 20 39 41 44 46 55

Total Time: 1:33:15.24

Average: 18:39.05

» 7 Spanish Fort 255 17 38 50

59 91 93 125

Total Time: 1:35:56.79

Average: 19:11.36

» 8 Thompson 257 27 29 54

63 84 88 104

Total Time: 1:36:13.43

Average: 19:14.69

» 9 Alma Bryant 278 26 35 56

64 97 100 109

Total Time: 1:37:03.48

Average: 19:24.70

» 10 Bayside Academy 307 13

51 76 78 89 98 102

Total Time: 1:36:53.47

Average: 19:22.70

» 11 Faith Academy 342 10 28

79 94 131 138 139

Total Time: 1:39:11.31

Average: 19:50.27

» 12 Mary G Montgomery 352

40 52 71 82 107 142 154

Total Time: 1:38:48.30

Average: 19:45.66

» 13 Foley 354 34 37 72 103

108 136 150

Total Time: 1:39:19.55

Average: 19:51.91

» 14 Gulf Shores HS 363 47 73

75 83 85 118 126

Total Time: 1:38:37.59

Average: 19:43.52

» 15 Calera 411 61 66 90 95

99 116 137

Total Time: 1:40:36.63

Average: 19:56.16

» 16 Paquette, Lance Daphne

17:59.95 15

» 17 Epker, Noah St. Paul's E

18:05.56 16

» 18 Pettaway, Patrick Blount

High School 18:06.87

» 19 McClellan, Joshua Span-

ish Fort 18:07.02 17

» 20 Reusser, Walker Mobile

Christian 18:14.71

» 21 Canegitta Jr., Andy

Daphne 18:15.42 18

» 22 Holm, Connor Satsuma

18:16.66 19

» 23 Phelps, Jack St. Michael

18:19.59 20

» 24 Horton, Caleb Baker

18:23.51 21

» 25 Perry, Charles UMS-

Wright 18:26.55 22

» 7 Smith, Stone St. Paul's E

17:12.42 6

» 8 Jameson, William St.

Paul's E 17:45.99 8

» 9 Taylor, Matthew Ums-

Wright 17:46.26 9

» 10 Stoots, Connor Faith

Academy 17:47.41 10

» 11 Baggott, Lucas Baker

17:54.83 11

» 12 Erwin, Barton Mobile

Christian 17:55.71

» 13 Berrios, Nick St. Michael

17:56.37 12

» 14 Cook, Myles Bayside

Academy 17:57.44 13

» 15 Murphy, Myles McGill-

Toole 17:59.25 14

» 16 Paquette, Lance Daphne

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» 17 Epker, Noah St. Paul's E

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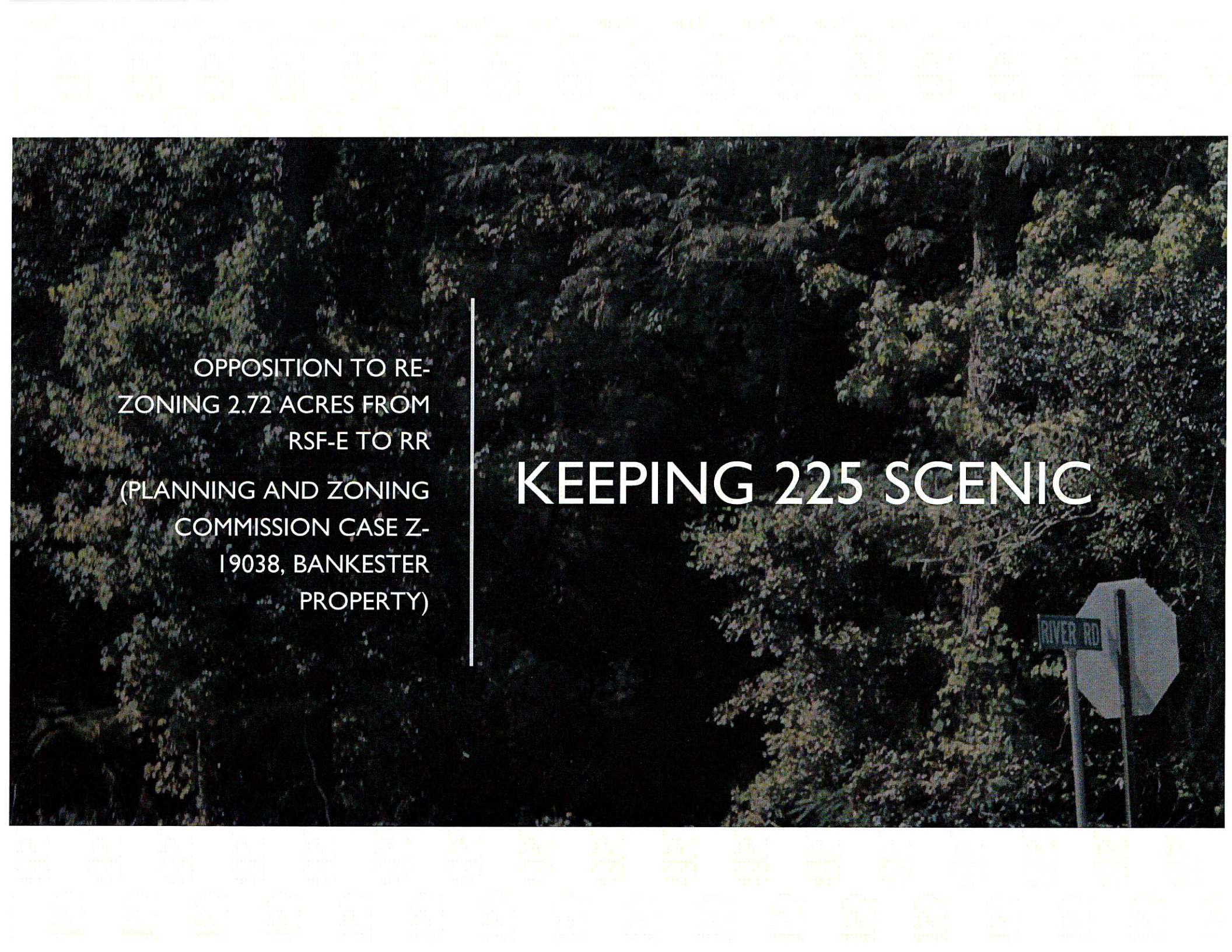
» 11 Baggott, Lucas Baker

17:54.83 11

» 12 Erwin, Barton Mobile

Christian 17:55.71

» 13 Berrios, Nick St. Michael



OPPOSITION TO RE-
ZONING 2.72 ACRES FROM
RSF-E TO RR
(PLANNING AND ZONING
COMMISSION CASE Z-
19038, BANKESTER
PROPERTY)

KEEPING 225 SCENIC



SAFETY FIRST

- Blind curves from 225 north and south
- Hills from 225 north and south
- Even with turning lanes, inadequate to address increased traffic flow if retail is established here
- Re-zoning for retail will create a congested blind-intersection, and endanger drivers





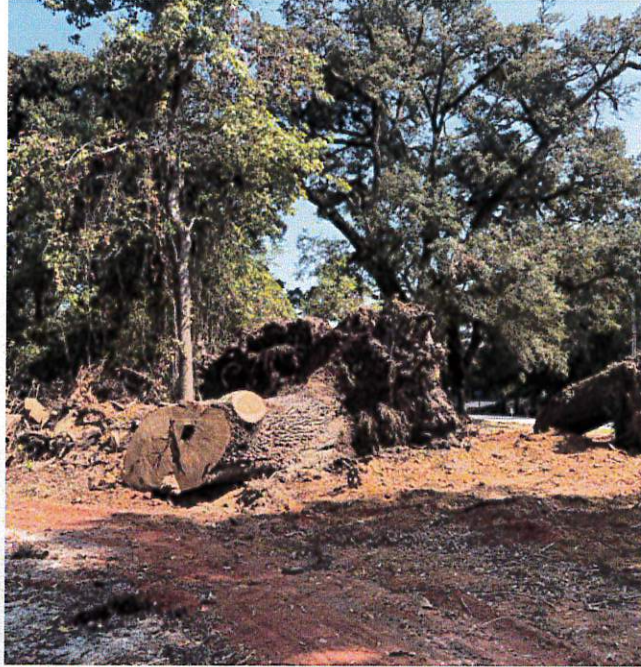
SCENIC AND RESIDENTIAL

- Only six other Scenic By-Ways in the State: Concerning our Scenic By-Way along 225, a retail establishment in this location would be a visual pollutant. The scenic, natural, and historic qualities of our Scenic By-way would be diminished.
- The 2013 Zoning Plan – our responsibility as stewards is to preserve the quality of life here
- Offensive change to the character of the neighborhood. Every other Dollar General from Bay Minette to Loxley (13 stores) is in a business corridor.

PLENTY OF RETAIL CONVENIENCE READILY AVAILABLE TO RESIDENTS AND VISITORS

- There are two Dollar General stores in a 15 mile stretch along 225, each located in previously established retail areas
- **The Outdoorsman** gas station and country store is an appreciated community gathering place – additional competition from yet another Dollar General is unconscionable when considering local business survival
- The majority of signatures on petitions to stop retail rezoning were collected at **The Outdoorsman** by Joey and Lil Bit Kobitz



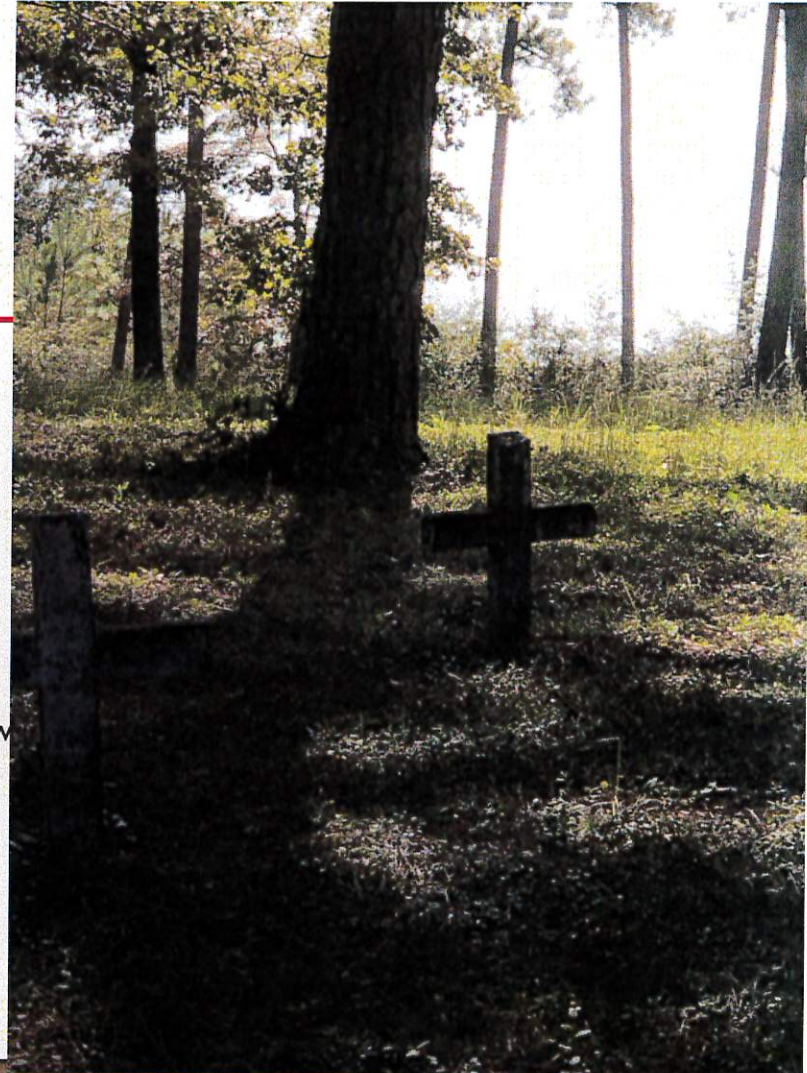


THE REALITY OF NEW RETAIL

- Creeping commercial establishments will destroy natural beauty, and create dissonance along our solemnly historical, quietly residential, Scenic By-Way. (Photos: Dollar General at Hurricane 4-way stop; felled oak at new storage facility at mile 7; new storage facility)

RESPECT FOR HERITAGE

- State Veterans Cemetery – 2,033 veterans currently at rest here
- Saluda Hill Cemetery – Established in 1824 (photo)
- Blakeley State Park – Site of one of the final battles of the Civil War, of national importance
- Churches – St. John's Catholic, East Point Baptist, Bromley Baptist and Durant Chapel Baptist
- This historically-rich, archeologically-significant area deserves to retain low-impact development
- Quiet, low-impact residential subdivisions



THANK YOU
FOR YOUR
CONSIDERATION

PLEASE RETAIN RSF-E
ZONING DESIGNATION



DATE: October 8, 2019

TO: The Honorable Charles F. Gruber, Chairman
The Honorable James E. Ball
The Honorable Joe Davis
The Honorable Billie Jo Underwood

SUBJECT: Re-zoning of the Bankester Family Property (Case No. Z-19038) from RSF-E (Residential Single-Family Estate) to RR (Rural District) for the purpose of constructing a retail store (most likely a Dollar General) The Planning and Zoning Commission voted to deny the re-zoning request by a 6-2 vote.

At the Planning and Zoning Commission meeting held September 5, Attorney David Conner summarized the situation like this: **"...really the question should be whether or not this particular site is appropriate for that zoning classification."** I maintain it is not for the following reasons:

1. The change is not compatible with the existing development pattern for the area.

RESIDENCES: Seven subdivisions are located within a one mile radius; the new Tensaw Estates subdivision less than one-half mile up the road makes eight. Within that area are numerous homes not in subdivisions.

CEMETERIES: Located approximately one mile south are the new Alabama Veterans cemetery, now containing the remains of thousands of veterans, and the historic Saluda Hill cemetery.

CHURCHES: St. John's Catholic Church is located about .2 miles to the north (the property between the subject lot and the church is owned by the Catholic Archdiocese of Mobile); East Point Baptist Church is located approximately 1.3 miles to the south; the Bromley Baptist and Durant Chapel Baptist Churches are located a little farther to the north.

BLAKELEY STATE PARK: The park lies to the northwest, west, and south. The closest park land lies only about one-half mile from the subject property.

2. Having a retail establishment serving large numbers of customers would detract from the appeal of the proposed Alabama Scenic Byway, named the Tensaw Parkway.

When the Alabama State Legislature passed the "Alabama and Beautiful" Act in 2000, it did so in order to recognize locales that are notable for their "scenic, natural, historic, recreational, cultural, and archeological value and are therefore worthy of designations as scenic byways...." It has been determined that the Hwy 225 corridor is such a locale, and thanks to the hard work of county officials, it has met the requisite eligibility criteria. This is really a big deal! When the remaining requirements have been met, it will join the six other Alabama Scenic Byways: Appalachian Highlands Scenic Byway, Barbour County Governors Trail, Black Belt Nature and Heritage Trail, Black Warrior River Scenic Byway, Leeds Stagecoach Route, and Lookout Mountain Parkway.

The Alabama Scenic Byways Website states: "The Byway will be appropriately managed, and its special resources protected, by the local communities it traverses." I certainly hope we can adhere to these guidelines and act as proper stewards of these treasures.

The proposed Tensaw Parkway offers an "immense diversity of attractions that both lovers of nature and history can so earnestly embrace." Those of us who live in this area are fortunate to have many of these attractions in our immediate neighborhood.

Motorists are also fortunate to have long uninterrupted stretches of native tree and shrub growth along the highway all the way from Spanish Fort Elementary School to the five mile marker. They will see no buildings-- not even houses--only attractive subdivision entrances.

Perhaps the most distinguishing characteristic of the entire twelve mile stretch from Spanish Fort to Crossroads is the absence of commercial establishments. With the exception of the new storage facility, the decades old Outdoorsman, and maybe a couple of small family-owned businesses, the only commercial establishments are located at the southern end of 225 and clustered around the Crossroads area to the north. I fear that approval of this re-zoning request would set a precedent. Since the lot that adjoins the subject property to the south and another lot across the highway are owned by a member of the Bankester family and they are both for sale, this intersection could possibly become a veritable hub of commercial activity.

THE BOTTOM LINE IS THIS: THIS PARTICULAR SITE IS NOT APPROPRIATE FOR A DOLLAR GENERAL STORE. It is unneeded and unwanted. If living within

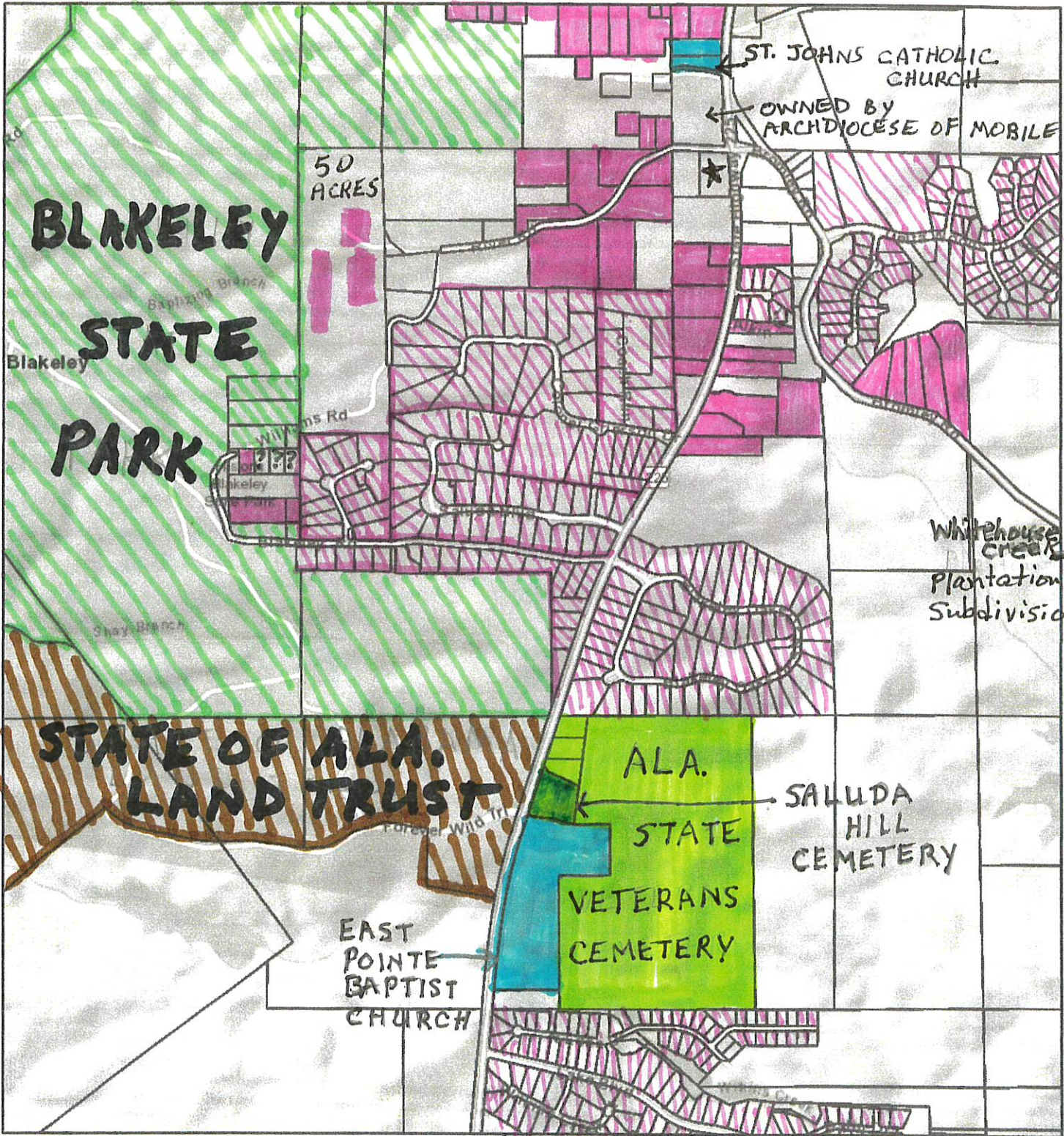
“hollerin’” distance of a jug of milk or a loaf of bread had been important, we would not have chosen to live out here in the country. We are so fortunate to be surrounded by significant historic, religious, and awe-inspiring sights, as well as many neighbors; this intrusion would ruin the distinguishing characteristics of our neighborhood and diminish the appeal of the proposed Tensaw Parkway. Dollar General stores most certainly satisfy a consumer need, but they should not be built in residential areas.

PLEASE let the current zoning designation of RSF-E remain in place.

Respectfully submitted,

Thelia Kelly
7235 Colonel Grierson Drive
Spanish Fort, AL 36527
(Bromley Woods Subdivision)
251-580-8306

Viewer Map



SUBDIVISIONS



RESIDENCES

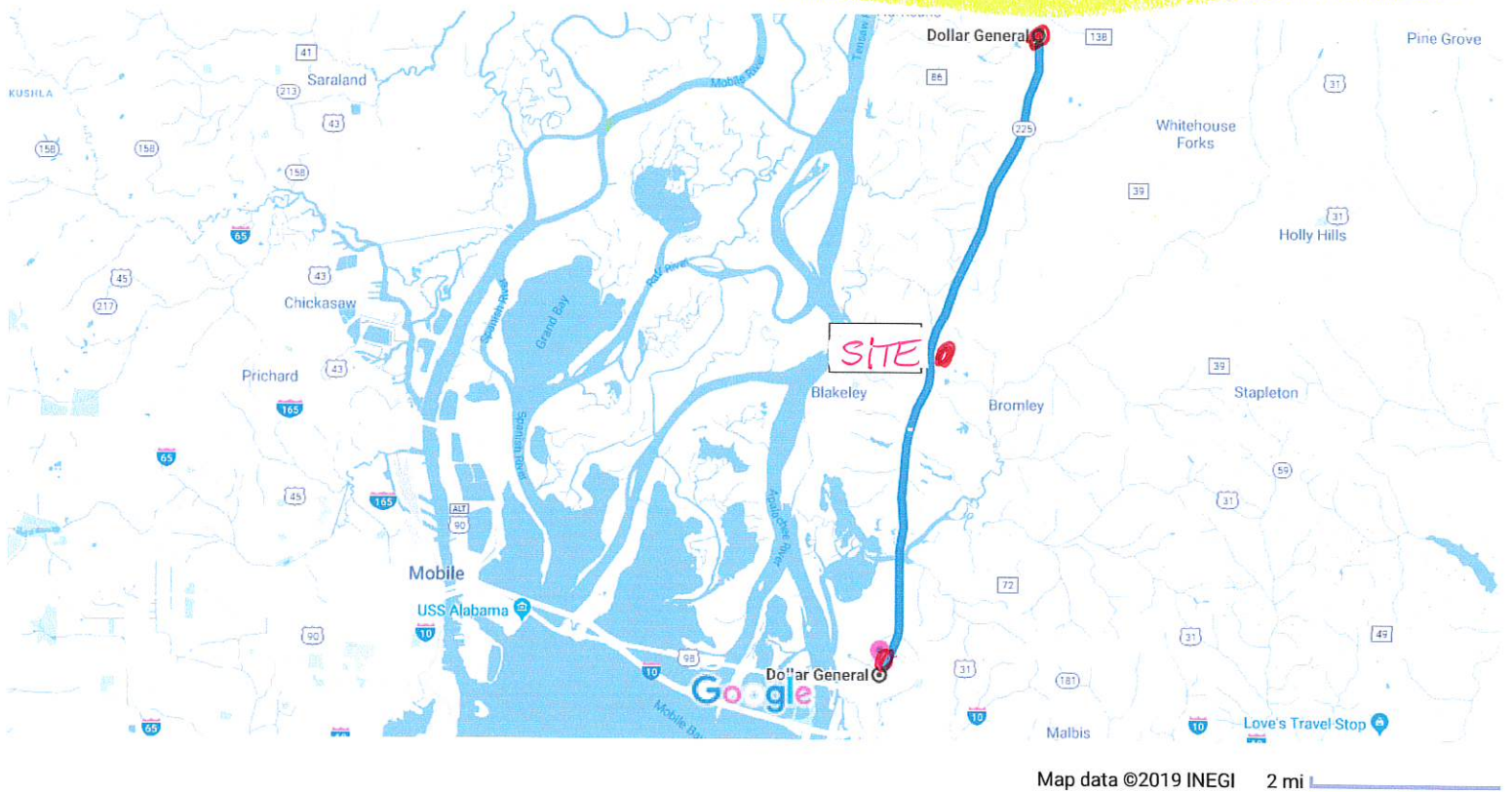


UNDEVELOPED

NOTE: I am a novice at this kind of research, so map could contain errors. TWK

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community






There would be 3 Dollar General Stores within 11.8 miles of each other on a straight stretch of road



 via AL-225 S
Fastest route, the usual traffic

13 min
11.8 miles

Explore Dollar General

-  Restaurants
-  Hotels
-  Gas stations
-  Parking Lots
-  More



The Polygonal Cavity cannonball was the most common type used by the Confederate army during the Atlanta Campaign (summer 1864), and the Carolinas Campaign (1865). In Virginia, Robert E. Lee's army used some (but not "many") in 1864-65.

Awesome information!! Yep, this was found near the Battle of Bentonville, NC March 1865. Thanks so much!! You got that user name for a reason haha

Senior Member

Jun 2010

Saxapahaw, NC

Minelab GPX 4800, duct-tape-dfx

267

361 times

Metal Detecting

Banner Finds (2)

Oct 23, 2011, 01:30 PM

Reply With Quote

#5

TheCannonballGuy



Educator

Feb 2006

Occupied CSA (Richmond VA)

White's 6000, Nautilus DMC-1, Minelab

5,654

8500 times

Relic Hunting

Re: CW cannonball fragment!

Gtoast99 wrote:

> Awesome information!

Because you seem to very much like learning the "detailed" information about your find, here's some more details.

All through Artillery history prior to the American Civil War, every explosive cannonball had a round cavity inside it for the bursting-charge gunpowder. The problem with that design is that they would often burst into as few as three or four very large fragments, instead of the dozen or more which was desired, for injuring the maximum number of enemy troops. So, in late-1862, a very smart Confederate artillery shell designer named Capt. John W. Mallet invented the world's first "internally segmented" explosive cannonballs. They are more-or-less like a World War 2 "pineapple" hand-grenade, except the segmentation is on the inside instead of the outside. The Polygonal Cavity cannonball's internal shape caused it to very reliably burst into 12 equal-sized fragments -- which eliminated the problem of bursting into too-few fragments. Also, it had the virtue of being much simpler for the Confederates to manufacture than the other existing versions of Antipersonnel shells.

Shortly after the war's end, US artillery General Henry L. Abbot praised the design of CS Capt. Mallet's polygonal-cavity cannonball, and recommended adopting it into US artillery service. But that was never done.

There were four versions of Mallet's polygonal-cavity cannonballs.

The earliest, manufactured in very-late 1862, would burst into fragments shaped like triangles and squares.

The next version, manufactured in very-early 1863, burst into pentagonal (5-sided) fragments. That's what you found. It is the "most common" type. It continued to be manufactured and used until the end of the war in 1865.

Sometime around very-early 1864, the third version was produced. It burst into diamond-shaped fragments. It too was used until the very end of the war.

A fourth type made its first appearance in mid-1864. Its fragments are trapezoid-shaped. The trapezoid type seems to have been used only by Lee's Army of Northern Virginia.

Because you already posted a photo of the Pentagonal-frag type, I'll post a photo showing the Trapezoid-frag cavity, and the Diamond-frag cavity ...along with a photo of the typical "round" cavity found in the great majority of explosive cannonballs.

Petition of Opposition to proposed
rezoning, Case Z-19038 Bankester Property:

180 signatures

Collected at The Outdoorsman

Owners, Joey and Lil Bit Kobitz
38255 State Highway 225
Bay Minette, AL 36507

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Lynn Harrison

Address: 7165 Colonel Grierson Drive, Bromley Woods

Signature, Date/Additional comments: L Harrison, 9-30-19
no new retail needed!

Printed Name: Yolanda Fields

Address: 35650 Williams Rd Bay Minette Ala 36507

Signature, Date/Additional comments:

Yolanda Fields. Need no more

Printed Name: Tony A. Snowden

Address: 36604 State Hwy 225 Bay Minette, AL 36507

Signature, Date/Additional comments:

Tony Snowden 9-30-98

Printed Name: Earl F W Atson

Address: 36501 State Hwy 225
Bay Minette AL 36507-8020

Signature, Date/Additional comments:

Printed Name: Michael C Johnson

Address: 35884 Cramblitt Lane, Bay Minette, AL 36507

Signature, Date/Additional comments:

There is already a Dollar General at 138/225 and at 31/59+225. We don't need another DG. in Bromley area.

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Sara mixon

Address: 10677A Whitehouse Fork Rd.
Bay Minette AL 36507

Signature, Date/Additional comments:

Sara mixon 9/30/2019 - DO NOT NEED IT!

Printed Name:

Address: 7474 BROMLEY LN.
BAYMINETTE ALA, 36507

Signature, Date/Additional comments:

James P. Ingram

Printed Name: Delanor Odom

Address: 7740 Cliffs Landing Rd

Signature, Date/Additional comments:

Wale Odom 9-30-19

Printed Name: Earl F. Williams

Address: 35650 Williams Rd.

Signature, Date/Additional comments: Earl F. Williams 9-30-19

there 2 on Hwy 225 already

Printed Name: Shiquila Betts

Address: 313 S. Halle Ave

Signature, Date/Additional comments:

Shiquila Betts

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

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Printed Name: Philip Sledge

Address: 11340 Herman Sledge Rd.

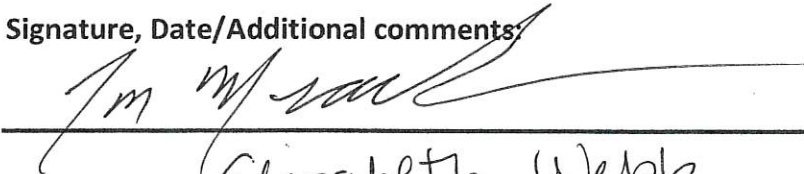
Signature, Date/Additional comments:



Printed Name: Son Meacham

Address:

Signature, Date/Additional comments:



Printed Name: Elizabeth Webb


Address: 7235 River Rd. Bay Minette

Signature, Date/Additional comments:



Printed Name: Keith Brown

Address: 9938 Brown Rd

Signature, Date/Additional comments: 

Printed Name: Ramona Kobitz

Address: 43870 Honeycutt Ct Bay Minette

Signature, Date/Additional comments:

Ramona Kobitz 9-30-19

not needed or wanted

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Wilton Donald

Address: 12000 Donald Rd Bay Minette

Signature, Date/Additional comments:

 sep 30

Printed Name: CONIEL PARRIS

Address: 35792 PICADA CT BAY MINETTE

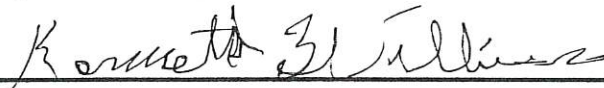
Signature, Date/Additional comments:



Printed Name: Kenneth Williams

Address:

Signature, Date/Additional comments:



Printed Name: Michael Cooper

Address: 37680 Johnson Cemetery Rd

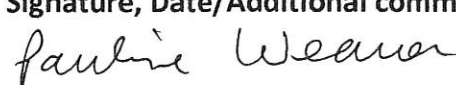
Signature, Date/Additional comments:

 9-30-19

Printed Name: Pauline Weaver

Address: 41778 Weaver Lane

Signature, Date/Additional comments:

 9-30-19

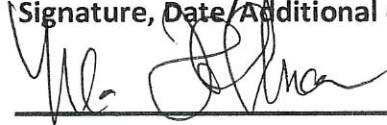
Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Marie Huffman

Address:

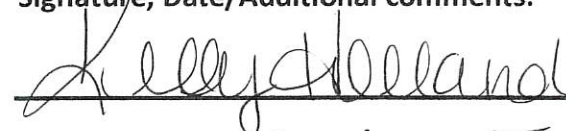
Signature, Date/Additional comments:

 - DONT NEED ANOTHER ON 225

Printed Name: Kelly Holland

Address: 7785 Bluefield Dr. Bay Minette, AL 36507

Signature, Date/Additional comments:

 9/30/19

Printed Name: Michael Thompson

Address: 12680 Willis Rd Bay Minette AL 36507


Signature, Date/Additional comments:



Printed Name: James Carney

Address: 601 Rider Ct Bay Minette AL 36507

Signature, Date/Additional comments:

 9/30/19 Dont need no more big stores in the area to hurt our local busi.

Printed Name: Grady Rozum

Address: 9303 Morphy Ave Fairhope AL 36532

Signature, Date/Additional comments:



Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Ryan Box

Address: 8455 Hooks RD Bay Minette, AL 36507

Signature, Date/Additional comments:

Ryan Box 9-30-19

Printed Name: LEROY YATES

Address: 900 W DMLK

Signature, Date/Additional comments:

Leroy Yates 9-30-2019

Printed Name: Marilyn Jernigan

Address: Lynnh Ln. Bay Minette, AL

Signature, Date/Additional comments: Marilyn Jernigan

Printed Name: Doug Olson

Address: 3302 LAKE MINETTE CIR SF

Signature, Date/Additional comments:

Doug Olson 9/30/19

Printed Name: STACY G. BOOKS

Address: 7940 Hooks Rd.

Signature, Date/Additional comments:

Stacy Books

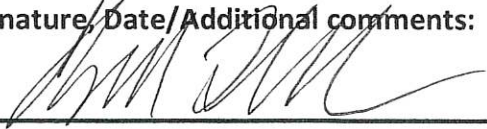
Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Ashley W. Turbeville

Address: 12351 White Rd Bay Minette, AL 36507

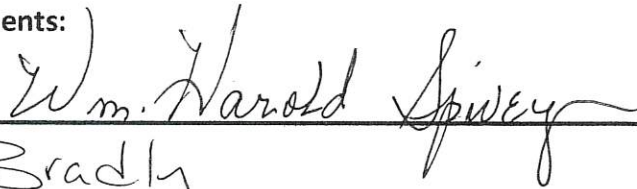
Signature, Date/Additional comments:



Printed Name: Wm Harold Spivey

Address: 7325 Colonel Grierson Dr, Spanish Fort 36527

Signature, Date/Additional comments:

 9-30-19

Printed Name: Vinicky Brady

Address: 38675 Wash Branch Rd, Bay Minette, AL 36507


Signature, Date/Additional comments:

 9-30-19

Printed Name: Wesley Chestang

Address: 12320 White Rd Bay Minette AL 36507


Signature, Date/Additional comments:

 9-30-19

Printed Name: C. J. Williams

Address: 37495 State Hwy 225

Signature, Date/Additional comments:



Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

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Printed Name: Gene Bryant

Address: 39857 CO RD 39

Signature, Date/Additional comments:

Gene Bryant 9-30-19

Printed Name: Ann. Turner

Address: 1345 Minnie

Signature, Date/Additional comments:

Ann Cooley

Printed Name: Robert Williams

Address: 608 ASKEW CT

Signature, Date/Additional comments:

Robert Williams 9-30-2019

Printed Name: Charlette Byrd

Address: 39598 St. Hwy 225

Signature, Date/Additional comments:

Charlette Byrd. 9/30/2019

Printed Name: James Rodgers

Address: Brown Rd

Signature, Date/Additional comments:

James Rodgers 9/30/19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Lydia Dale Walton

Address: 8025 Hooks Rd
Bay Minette, AL 36507

Signature, Date/Additional comments:

L. D. Walton Sept. 30, 2019 "No More Dollar Generals"

Printed Name: Rodney Mosley

Address: 39180 State Hwy 225
Bay Minette AL 36507

Signature, Date/Additional comments:

Rodney Mosley

Printed Name: Sophia Smith

Address: PO Box 625
Bay Minette AL 36507

Signature, Date/Additional comments:

Sophia Smith

Printed Name: Troy Nettles

Address: 7773 Delta Woods DR. Bay Minette
367-1332

Signature, Date/Additional comments:

Troy Nettles

Printed Name: Eden Marshall

Address: 39364-B Coz Johnson RD

Signature, Date/Additional comments:

Eden Marshall

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: BRYANT CHRISTIAN

Address: 35241 BALDWIN AVE
STAPLETON, AL 36578

Signature, Date/Additional comments:

DP B. Christian 9-30-19

Printed Name: Angela Schaffer

Address: 10715 Charlie Johnson Rd.
Bay Minette, AL 36507

Signature, Date/Additional comments:

Angela Schaffer 9/30/19

Printed Name: Troy Brown

Address: 9580 Brown Rd Bay Minette, 36507

Signature, Date/Additional comments:

Troy Brown

Printed Name: Kerry Wallace

Address: 39927 Ryals Rd.

Signature, Date/Additional comments:

Kerry Wallace

Printed Name: Don ANDERSON

Address: 12751 TANNER LK

Signature, Date/Additional comments:

Don Anderson

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: John Roberts

Address: 101 N. Dobson Av.

Signature, Date/Additional comments: John Roberts

Printed Name: Johnny Jenkins

Address: 45840 St Hwy 225
Bay Minette AL 36507

Signature, Date/Additional comments:

Johnny Jenkins

Printed Name: Kevin Hope

Address: 7031 Cannon Ball Circle
Bay Minette, AL

Signature, Date/Additional comments:

K Hope 10/1/19

Printed Name: Calista Chesters

Address: 35710 F.A. Chesters Rd.

Signature, Date/Additional comments:

Calista Chesters

Printed Name: Brooklyn Brown

Address: 38575 Brown Rd S

Signature, Date/Additional comments:

Brooklyn Brown

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

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Printed Name: Willard L. Barner

Address: 7681 B Wash Branch P.D. EXT

Signature, Date/Additional comments:

Willard L. Barner 10-1-19

Printed Name: John Mays

Address: - 40151 St Hwy 225

Signature, Date/Additional comments:

John Mays 10-1-19

Printed Name: Kayla Byrd

Address: 39530A Willie Earl Buck Rd

Signature, Date/Additional comments:

Kayla Byrd 10-1-19

Printed Name: Justin Byrd

Address: 39530A Willie Earl Buck Rd

Signature, Date/Additional comments:

Justin Byrd 10-1-19

Printed Name: Amberly Hitson

Address: 37891 Magnolia Church Rd

Signature, Date/Additional comments:

Amberly Hitson 10-1-19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

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Printed Name: Joy McDonald

Address: 35791 Hwy 225
Bay Minette AL 36507

Signature, Date/Additional comments:

Joy McDonald 10-1-2019

Printed Name: Scott Morze

Address: 7193 Hurricane Rd Bay Minette, AL 36507

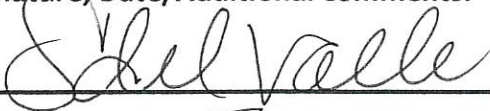
Signature, Date/Additional comments:

 10-1-2019

Printed Name: Sara del Valle

Address: 12160 AD Reder Rd.

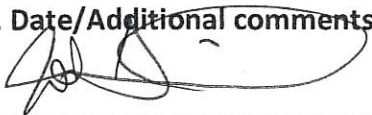
Signature, Date/Additional comments:



Printed Name: Joe Stinson

Address: 30770 Cemetery Rd. Spanish Fort

Signature, Date/Additional comments:



Printed Name: Catherine Stinson

Address: 30770 Cemetery Rd. Spanish Fort

Signature, Date/Additional comments:

Catherine Stinson 10/1/2019

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Ambrose GREEN

Address:

Signature, Date/Additional comments:



Printed Name: Orlando Cox

Address:

Signature, Date/Additional comments:



Printed Name: JOE Atchison

Address:

Signature, Date/Additional comments:



Printed Name: Albert Faulkner

Address:

Signature, Date/Additional comments:



Printed Name: Jeremy James

Address:

Signature, Date/Additional comments:



Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Brent Carl

Address: 38520 Brown Rd S Bay Minette, AL 36507

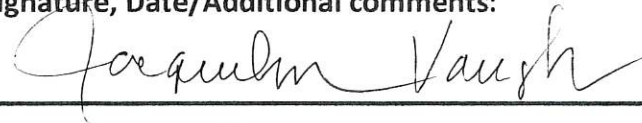
Signature, Date/Additional comments:

 10-1-19

Printed Name: Jacquelyn Vaughn

Address: 10544 Johnson Rd S.
Mobi. AL 36695

Signature, Date/Additional comments:



Printed Name: Richard Cayton

Address: 7653 Blue field DR

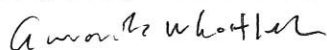
Signature, Date/Additional comments:

Bay Minette, AL 36507

Printed Name: Amanda Whitley

Address: 38564 Buck Rd Bay Minette AL 36507

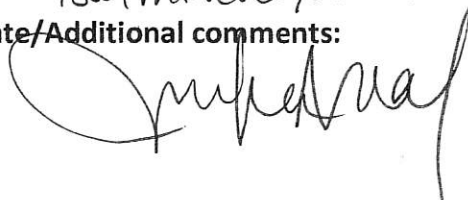
Signature, Date/Additional comments:



Printed Name: Jennifer Neal

Address: 7441 Bluefield Drive
Bay Minette, AL 36507

Signature, Date/Additional comments:



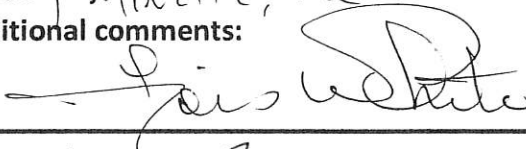
Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:


We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Alice m Williams
Address: R 35625 Williams Rd Bay Minette 36507

Signature, Date/Additional comments:

Printed Name: A1 Hooks
Address: Hook R-7811 Bay Minette 36507
Signature, Date/Additional comments:

Printed Name: Lois White
Address: 38541 Brown Rd. S
Bay Minette, AL
Signature, Date/Additional comments:


Printed Name: Steve Drake
Address: 9805 13 Brown Bay Minette AL
Signature, Date/Additional comments:


Printed Name: STEVE DRAKE
Address: 9915 Soles Ln SPANISH FL
Signature, Date/Additional comments:



Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Jeff Hoffman

Address: 40040 White Horse Fork

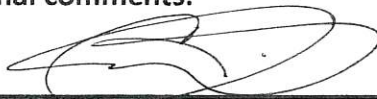
Signature, Date/Additional comments:

10/1/2019 Enough Stores

Printed Name: Carl Smith

Address: 7922 Bluefield Rd

Signature, Date/Additional comments:

10-1-2019 

Printed Name: Allison Slade


Address: 35711 Graving St
Bay Minette AL 36507

Signature, Date/Additional comments: Allison Slade 10/1/2019

Printed Name: Norma Dierksheide

Address: 7860 Bluefield Drive

Signature, Date/Additional comments:

 10-1-19

Printed Name: Nicholas Shiver

Address:

Signature, Date/Additional comments:

Nicholas Shiver 10-1-19

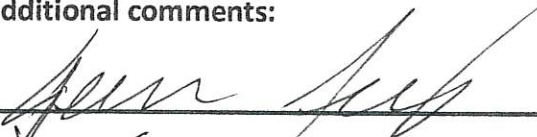
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Printed Name: Josh Foy

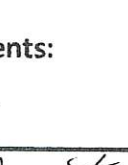
Address: River Rd.

Signature, Date/Additional comments:


Printed Name: Jim Graham

Address: Co. Rd. 39

Signature, Date/Additional comments:


Printed Name: David Boutwell


Address: 41433 ST. HWY 138

Signature, Date/Additional comments:


Printed Name: AD Brock


Address: 40100 State Hwy 225

Signature, Date/Additional comments:


Printed Name: Lori Hood

Address: 7800 McG. Watson Ln.

Signature, Date/Additional comments:


Printed Name: Lori A. Hood

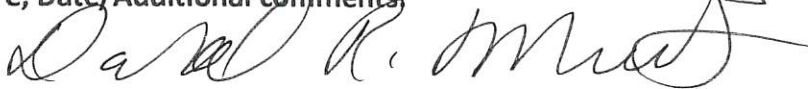
Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

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Printed Name: Donald Merritt

Address: 37585 Johnson Cemetery Rd
Bay Minette, AL

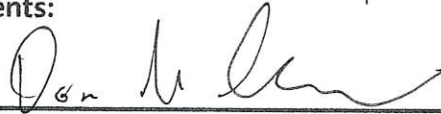
Signature, Date/Additional comments:



Printed Name: Don Davidson

Address: 39100 State Hwy 225 Bay Minette, AL

Signature, Date/Additional comments:



Printed Name: William Sholtz

Address: 8255 DIXON Rd Bay Minette

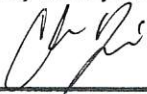
Signature, Date/Additional comments:



Printed Name: Chris Francis

Address: 38181 st. highway 225

Signature, Date/Additional comments:



Printed Name: Grant Huffman

Address: 40040 WHITE HOUSE Fork

Signature, Date/Additional comments:



Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Debbie Robinson

Address: 39150 Willie Earl Buck Rd
Bm

Signature, Date/Additional comments:

Debbie M. Robinson

Printed Name: Carolyn Johnson

Address: 40180 White Horse Fork Rd
Bm

Signature, Date/Additional comments:

Carolyn Johnson 10.21.19

Printed Name:

Peter Nelson

Address: 6983 Cloverleaf Landing Road
Bay Minette

Signature, Date/Additional comments:

Peter Nelson - must be kept residential

Printed Name: Debbie Haley

Address: 35595 Coach Run, Spanish Fort 36527

Signature, Date/Additional comments:

Debra J Haley 10/11/19

Printed Name: Charles Hankshurst

Address: 12164 Charlie Head rd Stapleton

Signature, Date/Additional comments:

Charles Hankshurst 10/11/19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

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Printed Name: Rayshawn Hooks

Address: 7880 Hooks RD

Signature, Date/Additional comments:

Rayshawn Hooks October 1, 2019

Printed Name: Victor Hooks

Address: 7880 Hooks Road

Signature, Date/Additional comments:

Victor Hooks (10-1-19)

Printed Name: Angel Bullock

Address: 7880 Hooks Rd *Build

Signature, Date/Additional comments:

Angel Bullock Oct. 1, 2019 something useful

Printed Name: Tiffany Rider

Address: 12150 Whitehouse FIC Rd Ext.

Signature, Date/Additional comments:

Franklin Brantley

Printed Name: Franklin Brantley

Address: 7870 MG Watson lane

Signature, Date/Additional comments:

Franklin Brantley

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name:

Cynthia McCordle

Address:

37651 STATE Hwy 225

Signature, Date/Additional comments:

Cynthia McCordle

Just say NO!!

Printed Name:

Brad Glassie

Address:

39250 State Hwy 225

Signature, Date/Additional comments:

Brad Glassie

Printed Name:

Hannah Baxington

Address:

10077 D Whitehouse Fork Rd

Signature, Date/Additional comments:

Hannah Baxington

Printed Name:

Matthew Johnson

Address:

9855 Safari Sunset

Signature, Date/Additional comments:

Matthew Johnson

Printed Name:

Heather Powell

Address:

11240 Quinley Rd.

Signature, Date/Additional comments:

Heather Powell

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Frank Bailey

Address: 37671 Magnolia Church Rd

Signature, Date/Additional comments:

Frank Bailey 10/2/19

Printed Name: William Goodman

Address: 37821 Magnolia Rd 36507

Signature, Date/Additional comments:

[Signature] 10-2-19

Printed Name: Daniel Dixon

Address: 3086 Delta woods DR 36507

Signature, Date/Additional comments:

[Signature] Oct-2-2019

Printed Name: Mattie Mendenhall

Address: 9400 Whitehorse Fork Rd. Bay Minette AL 36507

Signature, Date/Additional comments:

Matty 10/2/19

Printed Name: Timmy Byrd

Address: 8690 Byrnes Lake RD Bay Minette, AL 36507

Signature, Date/Additional comments:

[Signature] 10/2/19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: John Shiver

Address:

Signature, Date/Additional comments:

John Shiver 10-2-19

Printed Name: Eric Smith

Address:

Signature, Date/Additional comments:

Eric Smith 10-2-19

Printed Name: DAVID SMITH

Address: 37911 MAGNOLIA CHURCH RD BAYMINETTE

Signature, Date/Additional comments:

[Signature] 10/2/19

Printed Name: Michelle Stokes

Address: 7675 Prince James Dr

Signature, Date/Additional comments:

MMS 10/2/19

Printed Name: THOMAS STOKES

Address: HURRICANE

Signature, Date/Additional comments: Tom Stokes

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Arnold Johnson

Address: 39660 Johnson Place

Signature, Date/Additional comments: 10/2/19

Printed Name: DAVID MATCHETT

Address: 11670 WHITEHOUSE FORK RD

Signature, Date/Additional comments:

David Matchett 10.2.19

Printed Name: Jeanette Brown

Address: 10036 Green Jordan Rd

Signature, Date/Additional comments:

Jeanette Brown 10-2-19

Printed Name: Amber Allen

Address: 37290 Wright Dr. Bay Minette, AL 36507

Signature, Date/Additional comments:

Amber Allen

Printed Name: Anna Brannan

Address: 41081 State Highway 225 Bay Minette, AL 36507

Signature, Date/Additional comments:

10/2/19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Name: Emily Hankins
Address: 37291 Wright Dr. Bay Minette 36507
Date/Additional comments: NO MORE!

Name: Joseph Williams
Address: 8001 River Rd Bay Minette 36507
Date/Additional comments: No more &

Name: Richard Fields
Address: 41261 St Hwy 225 Bay Minette, AL 36507
Date/Additional comments:

Name: Leslie Pruitt
Address: 36594 Newberry Rd Bay Minette AL 36507
Date/Additional comments:

Name: Zachary Madison
Address: 39470 Co Rd 39 Bay Minette AL
Date/Additional comments:

10/3/19

NO DG!

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: T Walton

Address: 30111 Bourbon Lane

Signature, Date/Additional comments:

T Walton 10/3/19

Printed Name: Gary Clifton

Address: 36380 Hooks Loop

Signature, Date/Additional comments:

Gary Clifton 10/3/19

Printed Name: Ashley Hayward

Address: 47249 Joshua Dr BM

Signature, Date/Additional comments:

Ashley Hayward 10/3/19

Printed Name: Sherwood Boyington

Address: River Road

Signature, Date/Additional comments:

Sherwood Boyington 10/3-19

Printed Name: James Richardson

Address: 36711 State Hwy 225

Signature, Date/Additional comments:

James Richardson 10-3-19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Bobby Brown

Address: 10007 Brown Rd Bayminette AL 36507

Signature, Date/Additional comments:

Bobby Brown 10-1-19

Printed Name: Alana maske

Address: 7660 Lake Rd. Bay Minette AL 36507

Signature, Date/Additional comments:

Alana maske 10-1-19

Printed Name: Joyce Taylor

Address: 5867 Bluefield Dr. Bay minette AL 36507

Signature, Date/Additional comments:

Joyce Taylor.

Printed Name: Charles Schaffer

Address: 10715 Charlie Johnson Rd. Bay minette

Signature, Date/Additional comments:

Charles Schaffer 10-1-19

* → Printed Name: Kenneth Scott

Address: 39753 State Hwy 325

Signature, Date/Additional comments:

Kenneth Scott

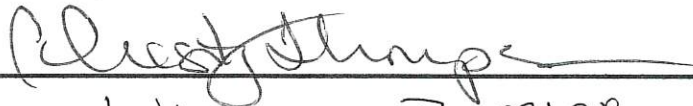
Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: Chasity ~~Bailey~~ Thompson

Address: 41896 L.J. Gaines Rd
Bay Minette, AL 36507

Signature, Date/Additional comments:



Printed Name: Katherine Bosarge

Address: 37891 Magnolia Church Rd
Bay Minette AL 36507

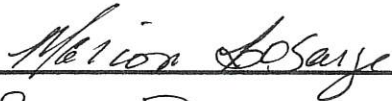
Signature, Date/Additional comments:



Printed Name: Marion Bosarge

Address: 37891 Magnolia Church
Bay Minette AL 36507

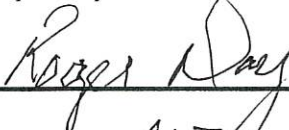
Signature, Date/Additional comments:



Printed Name: ROGER DAY

Address: 7400 RIVER Rd.

Signature, Date/Additional comments:

 9-30-19

Printed Name: ALTA WALLACE

Address: 40755 Co Rd 35
Bay Minette, AL 36507

Signature, Date/Additional comments:

 10-3-19

* 7

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Ray Moore

Address: 9400 Whitehouse Fork Rd Ext Bay Minette


Signature, Date/Additional comments:

 10/3/19

Printed Name: Ray Stevens Sr

Address: 900 Carroll St

Signature, Date/Additional comments:

 10/3/19

Printed Name: Samantha Stevens

Address: 900 Carroll Street


Signature, Date/Additional comments:

 10/3/19

Printed Name: Denise House

Address: 1125 US Hwy 31 N 10434

Signature, Date/Additional comments:

 10/3/19

Printed Name:

Address:

Signature, Date/Additional comments:

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Johnny Jackson

Address:

Signature, Date/Additional comments:



Printed Name: Brian Keith Byers

Address: 41375 DAVIS DUKK Rd. Bay Minette, AL 36507

Signature, Date/Additional comments:



Printed Name: Raymond Brown

Address: 10007 Brown Rd
Bay Minette, AL 36507

Signature, Date/Additional comments:

 10-4-19

Printed Name: Teresa Roe

Address: 38102 Skidder Way
Bay Minette, AL 36507


Signature, Date/Additional comments:

 10/4/19

Printed Name: Jake Jones

Address: 8635A Hurricane Rd, 36507

Signature, Date/Additional comments:

 10-4-19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Ricky Josey

Address: 51365 Hwy 59 N

Signature, Date/Additional comments: Ricky Josey 10-4-19

Printed Name: Ruth A. Thomas

Address: Magnolia Church Rd.

Signature, Date/Additional comments:

Printed Name: Cody Maske

Address: 7660 Lake Rd

Signature, Date/Additional comments: Cody D. Maske 10-4-19

Printed Name: Samuel Staten

Address: 10600 Divers Dr. Bay Minette, AL

Signature, Date/Additional comments:

Printed Name: Zane Eubanks

Address: 7510 Blakeley Oaks Dr. S

Signature, Date/Additional comments: Zane Eubanks, 10-4-19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: *Temmy Richardson*

Address: *31431 Jerry Richardson*

Signature, Date/Additional comments: *10-4-19*

Printed Name: *Jerrold Hotrock*

Address: *7980 bluefield Dr*

Signature, Date/Additional comments: *10-4-19*

Printed Name: *Richard Achimov*

Address: *7740 Bluefield dr.*

Signature, Date/Additional comments:

10-5 Achimov

Printed Name: *Larry Mahrt*

Address: *37555 Johnson Cemetery RD*

Signature, Date/Additional comments:

Larry Mahrt 10/4/19

Printed Name: *Stephanie Moore*

Address: *8025 Hooks Rd Bay Minette AL 36507*

Signature, Date/Additional comments:

S.M. Moore 10/04/19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, REMAIN zoned RSF-E, NOT be rezoned RR to allow the construction of a retail store.

Printed Name: PHIL WILLIAMS

Address: 7392 BROWLEY LANE

Signature, Date/Additional comments: 4 OCT 19



Printed Name: Anthony McDaniels

Address: 35735 Williams Rd

Signature, Date/Additional comments:

 10-4-19

Printed Name: Kimberly Newburn

Address: 38519-B Bravo Rd. S.

Signature, Date/Additional comments: Kimberly Newburn 10-4-19

We do not need another Dollar Store in this area. #

Printed Name: Bobbie Horton

Address: 39550 T. H. Crastang Rd.

Signature, Date/Additional comments: Bobbie Horton

we do not want a Dollar Store or any store in that area

Printed Name: Jan Simpson

Address: 11890 A Whitehouse Fk Rd

Signature, Date/Additional comments: Jan Simpson

1 store in the area is enough

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Ben Taylor

Address: 36845 Hwy 225

Signature, Date/Additional comments:

Ben Taylor

Printed Name: Lavon Lassiter

Address: 38901 St Hwy 225

Signature, Date/Additional comments:

 10/5/19

Printed Name: Elliott Wallace

Address: 14225 BAPTIST BALLPARK RD

Signature, Date/Additional comments:

Elliott Wallace 5-06-19

Printed Name: LEONARDE SMIDER

Address: 9619 WILF-Rd.

Signature, Date/Additional comments:

Leonarde Smider 10-6-19

Printed Name: Amy Hadley

Address: 7440 River Rd, Bay Minette

Signature, Date/Additional comments:


Amy Hadley 10/16/19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned RR to allow the construction of a retail store.

Printed Name: Howard Dawley Conbitt

Address: 1201 Forest Park Av Bay Minette AL

Signature, Date/Additional comments: 

Printed Name: Adam Slayton

Address: 7462 northlake Dr. Spanish Fort AL

Signature, Date/Additional comments:



Printed Name: Steve Snider

Address: 9619 White Horse Fork Rd.

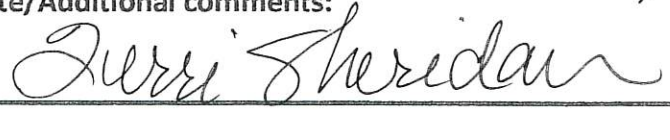
Signature, Date/Additional comments:



Printed Name: TERRI SHERIDAN

Address: 37821 MAGNOLIA CHURCH RD
BAY MIN

Signature, Date/Additional comments:

 10/06/19

Printed Name:

Address:

Signature, Date/Additional comments:

Petition of Opposition to proposed
rezoning, Case Z-19038 Bankester Property:

Collected local residents' comments

Comments

Name	Location	Date	Comment
Matt Burnett	Bay Minette, AL	2019-10-05	"We do not need three Dollar General stores within 12 miles of Hwy 225."
David DABNEY	Bay Minette, AL	2019-10-05	"We have the Dollar General 5 miles to the south and 5 miles to the north. This particular area has high traffic with no signals for 5 miles in either direction. This spot is not suited for a retail business."
Jim Hellekson	OCALA, FL	2019-10-05	"That's a very dangerous section of road, especially the intersection. I don't believe we need to put commercial property there and add to the danger. Besides, as others have already stated, we have enough stores that are within a short distance of this intersection now. So please, NO RE-ZONING!!!Think about lives and not profit."
Victoris Dudley	Daphne, AL	2019-10-05	"We do not need more Dollar Generals!"
Chris Nichols	Fairhope, AL	2019-10-07	"Dollar stores are eyesores attracts low income patrons by nature, negatively impact local businesses, devalue in this case the surrounding area that is residential, increase the traffic that disproportionately is used with both residential and commercial vehicles especially when either the bay way or causeway has issues which is near daily. Additionally there are already the same business x 2 on 225 currently"
Steven Wright	Fairhope, AL	2019-10-07	"I moved into my house in 1990,one of the first homes in Bromley. I think that this project would impact my property value in a negative way. We have Dollar Generals north of us and south as well on 225. The are less than 5 miles in either direction. We live in a historic area which should not be disturbed. I'm sure that if Mary Grice was still alive this would not happen. (She was the force that established Blakeley State Park) If this approved, then what would be next! Setting a precedence like this could lead to more commercial development. Listen to the committee and respect their vote against this change. Hopefully our county commissioners will on this leadership not to let this happen! Best regard to all, Steve"
Rita Wright	Fairhope, AL	2019-10-07	"What a beautiful place Bromley is. WHat a shame it would be to destroy that beauty with a Dollar General store. It is not needed nor wanted by the majority of our neighbors. Please help us retain the beauty of Bromley by stopping the commercialization of this area."
James Butler	Spanish Fort, AL	2019-10-07	"No more Dollar Generals! We don't need 3 within 10 miles."

Signatures

Name	Location	Date
Veronica Smith	US	2019-10-04
Tonya Mixon	Spanish Fort, AL	2019-10-04
Ron Thomas	Bay Minette, AL	2019-10-04
James Moore	Stapleton, AL	2019-10-04
Melissa Spriggs	Spanish Fort, AL	2019-10-04
Avery Spriggs	Bay Minette, AL	2019-10-04
Jennifer Ruiz	Spanish Fort, AL	2019-10-04
Linda Caldwell	Bay Minette, AL	2019-10-04
Jerry Smith	Bay Minette, AL	2019-10-04
Maureen Miller	Spanish Fort, AL	2019-10-04
Yolanda Jarman	Bay Minette, AL	2019-10-04
Chris Williams	Bayminette, CT	2019-10-04
Judy Hale	Bay Minette, AL	2019-10-04
Debi Etter	Stockton, AL	2019-10-04
James Counselman	Spanish Fort, AL	2019-10-05
Brenda Carpenter	Spanish Fort, AL	2019-10-05
Blake Cooper	Spanish Fort, AL	2019-10-05
Tara Salter	Bay Minette, AL	2019-10-05
Jamaica Jones	Daphne, AL	2019-10-05
Deanna Gazda	Spanish Fort, AL	2019-10-05

Name	Location	Date
Jeremy Simmons	Daphne, AL	2019-10-05
David DABNEY	Bay Minette, AL	2019-10-05
austin ward	Albany, OR	2019-10-05
Arria Blanton	Spanish Fort, AL	2019-10-05
Emily Akridge	Spanish Fort, AL	2019-10-05
Therese Hart	Bay Minette, AL	2019-10-05
Lee McKeithan	Daphne, AL	2019-10-05
Liz Russell	Spanish fort, AL	2019-10-05
George Brown	Bay Minette, AL	2019-10-05
Yemi Seriki	Bay Minette, AL	2019-10-05
Yulia Maxuitenko	Spanish Fort, AL	2019-10-05
Lauren Richardson	Spanish Fort, AL	2019-10-05
Mary Godwin	Bay Minette, AL	2019-10-05
Charlotte Norrell	Bay Minette, AL	2019-10-05
Mike HELLEKSON	Bay Minette, AL	2019-10-05
Adrienne Duckworth	Spanish Fort, AL	2019-10-05
Charles Duckworth	Spanish Fort, AL	2019-10-05
Mary Geist	Daphne, AL	2019-10-05
Nancy Tanner	Mobile, AL	2019-10-05
Victoris Dudley	Daphne, AL	2019-10-05
Britton Kelly	Bay Minette, AL	2019-10-06
Pam Lauber	Mobile, AL	2019-10-06

Name	Location	Date
Cynthia Cummings	Spanish Fort, AL	2019-10-06
Lesley James	Spanish Fort, AL	2019-10-06
Brenda Anderson	Bay Minette, AL	2019-10-06
Debbie Turner	Bay Minette, AL	2019-10-06
Nadia Maciokas	Spanish Fort, AL	2019-10-06
Thomas Tweed	Bay Minette, AL	2019-10-06
Chase Labrato	Spanish Fort, AL	2019-10-06
Kayla Labrato	Spanish Fort, AL	2019-10-06
Christina Labrato	Spanish Fort, AL	2019-10-06
Lisa Smith	Bay Minette, AL	2019-10-06
carl Smith	baymanette, AL	2019-10-06
Tabatha Middleton	Bay Minette, AL	2019-10-06
Lanette Sliwinski	Bay Minette, AL	2019-10-06
Marisa Delmonico	Seymour, US	2019-10-07
Robert Hyman	Bay Minette, AL	2019-10-07
Stephen Campbell	Spanish Fort, AL	2019-10-07
Linda Russo	Spanish Fort, AL	2019-10-07
Donna Johnson	Bay Minette, AL	2019-10-07
Barbara Natarajan	East Haven, US	2019-10-07
Diane Hyman	Bay Minette, AL	2019-10-07
John Black	Stockton, AL	2019-10-07
Carrie Gleason	Sedalia, US	2019-10-07

Name	Location	Date
Taylor Samsel	Austin, US	2019-10-07
Cindy Firman	saint paul, US	2019-10-07
suzanne sollner-figler	Pittstown, US	2019-10-07
Whitney Watson	Bromley, AL	2019-10-07
Marcia L. Kelly	Bay Minette, AL	2019-10-07
Chris Nichols	Fairhope, AL	2019-10-07
Steven Wright	Fairhope, AL	2019-10-07
Rosalou Maxwell	Bay Minette, AL	2019-10-07
Bettie Ryan	Baton Rouge, LA	2019-10-07
John W Anderson	Bay Minette, AL	2019-10-07
Rose Catanzaro	Bay Minette, AL	2019-10-07
Rita Wright	Fairhope, AL	2019-10-07
Lane Toler	Daphne, AL	2019-10-07
James Butler	Spanish Fort, AL	2019-10-07
Ann Corley	Spanish Fort, AL	2019-10-07

change.org

Recipient: Neighbors

Letter: Greetings,

Stop the Re-Zoning at the intersection of Hwy 225 and Bromley Road

Name: Marc and Alison Hill

**Address: 7371 Saluda Blvd
Spanish Fort, AL 36527**

Date/Additional comments:

October 3, 2019

As long time Saluda Ridge residents we are opposed to the building of any retail establishment at the intersection of 225 and Bromley Road. 225 is a high speed, visually challenging two lane road that has experienced numerous accidents. I have personally witnessed 3 accidents at the entrance of Saluda Ridge when someone was simply trying to turn in to the subdivision. Having a facility with multiple visitors slowing or stopping on 225 is a recipe for disaster. Also we are far from medical care than other areas when such accidents occur.

Homeowners choose to live as far from "town" as we do because of the privacy , natural surroundings and quietness. All of these will be distributed with a retail establishment. Our home values will diminish with the distribution of these amenities.

Furthermore there are two Dollar Generals located on 225 in less than a 15 mile stretch. Having an additional store

within that stretch is redundant.

In 15 years of hurricanes and coastal weather we have never flooded, even in the lower portions of our neighborhood. The area suggested for the Dollar General is lower than the two prior neighborhoods (Saluda Ridge and Bromley) . The continuation of removing trees and pouring concrete has its consequences. Having one of the highest annual rainfalls in the country should be a major factor in any construction.

Thank you for your consideration of these concerns

Marc and Alison Hill

Amy Hadley
7440 River Road
Bay Minette, AL 36507
(251)377-3148
8/20/2019

Baldwin County Planning and Zoning Commission
P O Box 220
Silverhill, AL 36576

RE: Case # Z-19038

Dear County Commissioners and Representatives,

The re-zoning request sign on the long-neglected property caught my eye as I reached the end of my quiet road. I made note of the case number so I could look into the matter.

This is not the first time a re-zoning request has been made for properties that lie on the intersection of State Hwy 225 and River Road outside of Bay Minette. On the north side of River Road, there have been requests for re-zoning to build a community center and later, to erect a cell tower. Both of these requests were defeated.

It is my understanding that the current re-zoning request, Case# Z-19038, involves making the property on the south side of River Road at Hwy 225 available for commercial use, specifically to erect a retail store. I object to this for many reasons.

First, the present owner has never resided in our quiet neighborhood, nor have they maintained the property. A decaying old house, held up by vines and undergrowth, is the first thing you see when you turn onto the road. The owner is unconcerned with the affect the property has on the community's residents. While a retail establishment might bring changes to the property, I fear the long-term impact will not be beneficial.

A retail store does not belong in a residential neighborhood. Commerce's place is in our towns and cities; it should not encroach on purely residential areas. We have access to stores a short 5 mile drive in three directions. The Outdoorsman, a locally owned store/gas station, is not even 3 miles away...I'd hate to see these residents of our community lose their business and their livelihood to a large corporation that doesn't care about the locals.

Alabama Hwy 225 is a scenic byway, especially in the areas that adjoin Historic Blakeley State Park. To preserve the natural beauty of the region, we must fight to keep some areas of our beautiful county natural and pristine. We may be 1/2 mile north of the park's entrance, but much of the area is still of historic significance. Our property has a few preserved trenches, and as a boy, my husband found Civil War artifacts here that are now the property of the State Park.

Traffic is another concern. River Road is at the base of a steep hill, and makes a crossroads with Bromley Road to the east. While there is a turning lane for Bromley Road for southbound traffic, there is no turning lane for River Road on the northbound side. As a resident, having strangers stopping at the end of my road, from early morning until late evening, isn't a good prospect. The store could be a target of violent armed robbers, who might then flee into my neighborhood. I'm afraid curiosity seekers will be invading my peace and privacy. I am also opposed to having a view of the back of a store/parking lot.

I'd also like to say that most of the River Road residents have lived here for many years. I have lived here for 37 years, my husband has resided here for 45 years. Roger and Gail Day, Mr. and Mrs. Hannis Rider, Nancy Erwin...all of my neighbors have lived here even longer. I feel that this "progress" will devalue our properties and deface our neighborhood.

As my representatives and county commissioners, your job is to speak for me and my neighbors, and vote in favor of our best interests. You do not represent the Dollar General Corporation. Please leave my neighborhood zoned Residential Only. The property owner requesting this zoning change is only concerned with profit, and does not care about the best interests of the neighbors this will impact.

Sincerely yours,

From: Todd & Natalie natntodd@bellsouth.net

Subject: NO to rezoning Hwy225 @ Bromley Rd

Date: October 6, 2019 at 9:11 PM

To: cgruber@baldwincountyal.gov, jeb.ball@baldwincountyal.gov, bunderwood@bbaldwincountyal.gov,
joe.davis@baldwincountyal.gov



Gentlemen, please continue to uphold the rural-single family status for the parcel @ Hwy 225 & Bromley Road. This is a quiet residential area that we love. Plenty of commercial areas exist just a few miles away and I believe the rezoning of this area to rural/retail will significantly have a negative impact on this area.

Thank you for your time, service to our county, and consideration on this matter.

Natalie Murphy

Saluda Ridge

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, *NOT* be rezoned R/R to allow for the construction of a retail store.

Name: *Lesley James + Steven James*

Address: *7655 Aikin Ct. Bay Minette, AL 36507*

Date/Additional comments:

10/3/2019

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, *NOT* be rezoned R/R to allow for the construction of a retail store.

Name: *Jill Merkle*

Address: *7265 Colonel Grierson Dr. , SF 36527*

Date/Additional comments:

10/7/19

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned RSF-E, **NOT** be rezoned R/R to allow for the construction of a retail store.

Name:

Joseph Adreeta Smith

Address:

*7355 Colonel Gwinson Dr.
Spanish Fort, AL 36527*

Date/Additional comments:

NO Retail!

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, *NOT* be rezoned R/R to allow for the construction of a retail store.

Name: Eric Wersel

Address: 35560 Coach Run, Spanish Fort, AL 36527

Date/Additional comments: 10/6/2019

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, *NOT* be rezoned R/R to allow for the construction of a retail store.

Name: Barbara Wersel

Address: 35560 Coach Run, Spanish Fort, AL 36527

Date/Additional comments: 10/6/2019

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

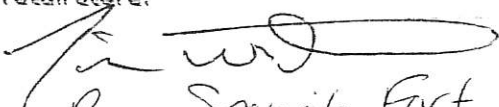
We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN zoned RSF-E**, **NOT** be rezoned R/R to allow for the construction of a retail store.

Name: *Macheil White* *Machell White*
Address: *35555 Hwy 225, Bay Minette, AL 36507*
Date/Additional comments: *10/01/2019*

Petition to the Baldwin County Commission, Regarding Case Z-19038, Bankester Property:

We, the undersigned, respectfully request the 2.72 acres on the corner of River Road and Alabama Highway 225, in Planning District 4, **REMAIN** zoned **RSF-E**, **NOT** be rezoned R/R to allow for the construction of a retail store.

Name:

Tim White 

Address:

35640 Coach Run, Spanish Fort, AL 36527

Date/Additional comments:

10-01-19

From: Nextdoor Bromley reply@rs.email.nextdoor.com
Subject: Re: County Commission Meeting Oct. 15
Date: Oct 5, 2019 at 7:53:50 AM
To: lynnharrison@bellsouth.net



Jenn Martindale, Spanish Fort Estates

I agree we have plenty DG's already. I work with firms that build them around the country and DG's goal is to have one every 17 miles.



Thank Private message

[View or reply](#)



Turn off notifications for this post

This message is intended for lynnharrison@bellsouth.net. [Unsubscribe here](#). Nextdoor, 875 Stevenson Street, Suite 700, San Francisco, CA 94103





Baldwin County Commission

Agenda Action Form

File #: 19-2200, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Senior Accountant

Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$11,002,675.15 (eleven million, two thousand, six hundred seventy-five dollars and fifteen cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$7,294,797.99 (seven million, two hundred ninety-four thousand, seven hundred ninety-seven dollars and ninety-nine cents) is payable to the Baldwin County Board of Education for its portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding \$20,000

Commission Meeting: October 15, 2019

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. Of Education	6,403,453.08	Sales Tax
	891,344.91	Use Tax
	2,849.50	Meals; JDC
Regions Bank Corp Trust	280,491.15	2015 Warrant
	183,141.67	2010 Warrant
	148,315.63	2013 Warrant
	83,108.33	2012 Warrant
	63,565.83	2014 Warrant
District Attorney's Office	37,645.00	Act 2000-344; 1st Qtr FY20
	35,000.00	DA Environmental Appropriation; 1st Qtr FY20
	25,518.30	Sales Tax
	14,080.58	Cigarette Tax; Sept 2019
	9,000.00	DA Subsidy; 1st Qtr FY20
	7,500.00	Revenue; 1st Qtr FY20
Baldwin Cnty Economic Development	95,000.00	1st Qtr FY20 Appropriation
	32,000.00	1st Qtr FY20 Additional Appropriation
Altapointe Health Systems Inc	50,760.00	Cigarette Tax; Sept 2019
	300.00	Drug Screens
Motorola Solutions Inc	582,000.04	Yearly Interoperable Radio Service Agreement
Mobile Asphalt Co LLC	364,970.48	Road Building Materials
QCHC of Alabama Inc	130,503.00	Medical Services
Coastal Community College	124,661.56	Sales Tax
Historic Blakely Authority	122,668.41	Historic Parks Distribution; 4th Qtr FY19
Administrative Office of Courts	85,441.66	Judicial Salary; 4th Qtr FY19
Baldwin Cnty Soil & Water Conservation	75,500.00	FY20 Appropriation
Mobile Bay National Estuary Program	75,000.00	FY20 Appropriation
Team One Communications Inc	67,577.00	Communication Equipment
Partners Managing General Underwriters	63,619.76	Payroll
Baldwin Youth Services	51,357.82	Sales Tax
Meyercord Co	45,187.80	Cigarette Stamps
Juvenile Detention Fund	38,507.59	Cigarette Tax; Sept 2019
Baldwin Cnty Heritage Museum Assn.	38,200.00	FY20 Appropriation
McGriff Tire Co Inc	34,348.49	Tires & Repairs
Thompson Tractor Co	33,541.16	Repairs & Maintenance
Bradley Arant Boulton Cummings LLP	29,500.00	Counsel; Toll Road
Assessment Advisors LLC	29,000.00	Income Works Software; Revenue
Delta Computer Systems Inc	24,940.00	Computer & Software Maintenance
Safety Coatings	24,684.00	Traffic Paint
Petroleum Traders Corporation	23,193.12	Fuel
Blackburn & Conner PC	21,750.05	Legal Services
Tyler Technologies	20,926.29	Tyler Software Services
TOTAL	10,470,152.21	

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

Vendor Summary		Totals
1	A & M PORTABLES INC	4,841.00
2	A.C.C.A.W.C.S.I.F.	1,424.80
3	ACCA LIABILITY SELF INSURANCE FUND	4,561.00
4	ADAMS AND REESE LLP	6,000.00
5	ADMINISTRATIVE OFFICE OF COURTS	85,441.66
6	AL STATE DEPT OF AGRICULTURE & INDUSTRY	40.00
7	AL STATE DEPT OF ENVIRONMENTAL MANAGEMENT	3,810.18
8	ALABAMA COASTAL RADIOLOGY	299.06
9	ALABAMA CONCRETE INDUSTRIES ASSN	1,280.00
10	ALABAMA SHERIFF'S ASSN	5,790.00
11	ALABAMA TANK INC	1,675.00
12	ALISON, WENDY	2.40
13	ALLEN, BELINDA	30.00
14	ALTA POINTE HEALTH SYSTEMS	51,060.00
16	AL-TRANS SERVICE INC	6,971.53
17	ARD'S PRINTING CO	760.00
18	ARROW EXTERMINATORS INC	895.00
19	ASHBERRY LANDFILL LLC	50.00
20	ASPLUNDH TREE EXPERT	3,143.40
21	ASSESSMENT ADVISORS LLC	29,000.00
22	ASSN OF ALABAMA TAX ADMINISTRATOR	750.00
23	ASSN OF COUNTY COMMISSIONERS	595.00
24	AUTO ZONE - FOLEY	288.43
25	AUTO ZONE - ROBERTSDALE	75.95
26	AUTOMATED DOORWAYS INC	175.00
27	AVERY, JOSH	30.00
28	B I INCORPORATED	14,163.07
29	BALDWIN BONE & JOINT PC	69.88
30	BALDWIN CNTY BOARD OF EDUCATION	7,297,647.49
31	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	127,000.00
32	BALDWIN CNTY FAMILY VIOLENCE PROJECT	2,625.52
33	BALDWIN CNTY HERITAGE MUSEUM	38,200.00
34	BALDWIN CNTY HUMAN RESOURCES DEPT	875.18
35	BALDWIN CNTY LIBRARY COOPERATIVE INC	3,041.66
36	BALDWIN CNTY SHERIFF'S BOYS RANCH	2,625.52
37	BALDWIN CNTY SHERIFF'S OFFICE	5,717.40
38	BALDWIN CNTY SOIL & WATER CONSERVATION	75,500.00
39	BALDWIN COUNTY VICTORY POLARIS LLC	242.45
40	BALDWIN LOCKSMITH LLC	141.50
41	BALDWIN TRACTOR	2,703.14
42	BALDWIN YOUTH SERVICES	51,357.82
43	BALDWIN, TAMMY	46.00
44	BARNWELL, KEVIN M	30.00
45	BATES, LINDSEY	46.00
46	BAY AREA PRINTING & GRAPHICS SOLUTIONS	570.00
47	BAY MINETTE BUILDING SUPPLY	1,779.66

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

	Vendor Summary	Totals
48	BAY MINETTE YOUTH PROGRAM	2,625.52
49	BAY PEST CONTROL COMPANY INC.	249.50
50	BAY SIDE RUBBER & PRODUCTS	941.00
51	BAY WINDOWS	90.00
52	BAYER HEALTHCARE LLC	1,622.94
53	BEARD EQUIPMENT - POWERPLAN	1,530.00
54	BEHAVIORAL HEALTH SYSTEMS INC	90.00
55	BENSON'S APPLIANCE CENTER	120.00
56	BEST, MICHAEL P	14.00
57	BETSY ROSS FLAG CO	97.45
58	BIKINI BOTTOM INVESTMENTS	67.00
59	BLACKBURN & CONNER PC	21,750.05
60	BLACKLOCK, JAMES & MARIE	30.00
61	BLACKMON, BILL & JUDY	16.00
62	BLOSSMAN GAS	28.86
63	BMC SOFTWARE INC	6,143.38
64	BOB BARKER CO INC	992.00
65	BOWLIN, JOHN	14.00
66	BRACKIN, MORGAN	30.00
67	BRADLEY ARANT BOULT CUMMINGS LLP	29,500.00
68	BRADLEY, JOHN	16.00
69	BRANTLEY'S TIRES OF BAY MINETTE, LLC	20.95
70	BUILDERS HARDWARE & SUPPLY CO	625.36
71	BURRUS, TIM	14.00
72	BUTTS, ELIZABETH & FRANK	46.00
73	CALLOWAY, NELL	8.00
74	CAMPBELL HARDWARE & SUPPLY CO	243.67
75	CARDIOVASCULAR ASSOCIATES	330.00
76	CARE HOUSE INC	6,563.79
77	CASCADE ENGINEERING INC	2,915.00
78	CAT RENTAL STORE, THE	3,792.23
79	CDG ENGINEERS & ASSOCIATES	4,911.25
80	CDW - GOVERNMENT, INC	17,812.07
81	CENTRAL BALDWIN CHAMBER OF COMMERCE	2,000.00
82	CERTIFIED LABORATORIES	4,067.40
83	CHAMBERS GLASS	249.00
84	CHASTAIN, LEE ANN	30.00
85	CHAVIS, CHARLES EDWARD III	32.00
86	CHERRY, CAMIE	46.00
87	CHUCK STEVENS AUTO INC	2,067.64
88	CHUCK STEVENS CHEVROLET	306.87
89	CHUNCHULA ENERGY CORP	14.00
90	CINDY HABER CENTER INC	10,939.66
91	CINTAS - UNIFORMS	5,784.62
92	CINTAS	595.00
93	CLARK, ALEXANDRIA	62.00

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

	Vendor Summary	Totals
94	CLAYVILLE, TERRY & DEBORAH	32.00
96	CNTY REVENUE OFFICERS ASSN OF ALABAMA	170.00
97	COASTAL AL COM COLLEGE	124,661.56
98	COASTAL INDUSTRIAL SUPPLY	237.55
99	COCA COLA BOTTLING CO	296.80
100	COLLECTOR HISTORICAL PRINTS INC	7,000.00
101	COLLETTE, GLORIA J	46.00
102	COLLINS, KELLI LEE & DAVID K	30.00
103	COMMUNITY TRANSPORTATION ASSN OF AM	1,250.00
104	COOK, TOM	30.00
105	CORE COMPUTING SOLUTIONS INC	1,175.26
106	CORLEY, STEPHEN & DANIELLE	30.00
107	CRITTER GITTER PEST CONTROL	125.00
108	CULLIGAN WATER SYSTEMS OF MOBILE	398.00
109	DADE PAPER & BAG CO	3,881.75
110	DAPHNE YOUTH PROGRAM, CITY OF	2,625.51
111	DAVIS, GEORGE	62.00
112	DAVIS, JOSEPH LEE III	415.80
113	DAVIS, PAMELA S	158.88
114	DAWN HOUSE	2,625.52
115	DAWN WILSON STUDIOS	6,600.00
116	DELCOGLIANO, KEN & KATHY	16.00
117	DELTA COMPUTER SYSTEMS INC	24,940.00
118	DISTRICT ATTORNEY'S OFFICE	128,743.88
119	DIVERSIFIED COMPUTER SERVICES LLC	750.00
120	DIXON, BABETTE	84.00
121	DOERING TIRE INC	120.94
122	DONAHUE-DYER, JULIA & DYER, TIMOTHY	46.00
123	DRYDEN, BETTY JEAN	17.98
124	DUNSFORD, CLIFTON D & BONNIE	30.00
125	EAST, LISA	30.00
126	ELBERG, STAN E & KATHLEEN A	21.00
127	ELECTION SYSTEMS & SOFTWARE INC	12,061.50
128	ELEUTERIUS, JANE	30.00
129	ELLIOT, PATRICK	62.00
130	EMPIRE TRUCK SALES INC	101.15
131	EMPLOYMENT SCREENING SERVICE INC	916.50
132	ENGLE-WRYE, NICHOLAS	30.00
133	EQUIPMENT SALES CO	1,381.30
134	ESTES, ZACK E	16.00
135	EVANS MFG	4,005.00
136	EVANS, GLEN	30.00
137	EVERETT, CARRIE	16.00
138	EXPRESS OIL CHANGE -DAPHNE	69.60
139	EXPRESS OIL CHANGE -ROBERTSDALE	279.97
140	FAIRHOPE YOUTH PROGRAM, CITY OF	2,625.52

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

	Vendor Summary	Totals
141	FASTENAL	112.73
142	FEDOR, MARCIA & GREGORY	62.00
143	FERGUSON ENTERPRISES INC	77.96
144	FLANDERS, STEVEN	46.00
145	FLEETPRIDE	8,399.27
146	FLEMING RIDER, JONATHAN	14.00
147	FLEMING, CHRISTI	30.00
148	FLEMING, JENNIFER	46.00
149	FLORES & ASSOCIATES	869.25
150	FOLEY YOUTH PROGRAM, CITY OF	2,625.52
151	FORESTRY SUPPLIERS INC	266.21
152	FORTILINE INC	3,696.00
153	FOUNTAIN CORRECTIONAL FACILITY	1,065.00
154	FREEMAN COLLISION CENTER LLC	75.00
155	FRIESE, ERIC	9.00
156	GALL'S LLC	2,668.15
157	GANTT, DAVINA L & TREY	283.98
158	GARDNER, TRACEY	62.00
159	GILLIS, DONNA	14.00
160	GILMORE, SAMANTHA N	46.00
161	GRAHAM, JAMIN & CORMER, DAVID	30.00
162	GRALLA, SEBASTIAN	30.00
163	GRANT, GLENNA B	1.92
164	GRAYBAR ELECTRIC CO INC	1,896.38
165	GREEN, GERALD D	14.95
166	GREENE, MEGAN	14.00
167	GULF CITY BODY & TRAILER WORKS, INC	250.56
168	GULF COAST BUILDING SUPPLY-ACE HOME CTR	341.91
169	GULF COAST NEWSPAPERS	1,508.32
170	GULF COAST TRUCK & EQUIPMENT CO	3,126.74
171	GULF REGIONAL PATHOLOGISTS PA	60.25
172	HADDAN, JEFF & TERESA	62.00
173	HARPER, MELISSA JEAN	280.00
174	HARVARD, CRYSTAL L	30.00
175	HARVEY, SHANNON JANELLE	123.54
176	HAWSEY, CAROL R	95.35
177	HENDERSON, KENDEL DYETT	92.80
178	HIGGINBOTHAM, CATHRYN & WILLIAM	62.00
179	HI-LINE	991.98
180	HILL'S PET NUTRITION INC	512.79
181	HISTORIC BLAKELY AUTHORITY	122,668.41
182	HOLLAND'S PAINT & BODY	2,232.40
183	HULLIHEN, SARAH	30.00
184	HUNTER SECURITY INC	5,643.74
185	HYDE, ALICE	8.00
186	IMC-NORTH BALDWIN PHYSICIANS GROUP	12.96

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

	Vendor Summary	Totals
187	INGENUITY INC	440.43
188	INTERNATIONAL CODE COUNCIL	211.25
189	JANI KING OF MOBILE	437.46
190	JAYJOHN, WILMA L	5.60
191	JAZZY CLEAN JANITORIAL	506.64
192	JETER, DANNY	30.00
193	JOHNSON, DANIEL J	46.00
194	JOHNSON, JAMES B	7,758.77
195	JOHNSON, JESI	30.00
196	JOHNSON, NADINE	9.60
197	JONES WALKER	3,304.76
198	JONES, MEGHAN	62.00
199	JUBILEE ACE HOME CENTER	65.29
200	JUBILEE GLASS LLC	1,583.00
201	JUVENILE DETENTION FACILITY	38,507.59
202	KEET CONSULTING SERVICES LLC	9,850.00
203	KEITT, AARON	30.00
204	KENTWOOD SPRINGS WATER	45.40
205	KENWORTH OF ALABAMA	2,085.89
206	KIEL, THOMAS	30.00
207	KINGLINE EQUIPMENT	6,900.00
208	KINGS III OF AMERICA INC	259.80
209	KNIGHT, TOMMY & MELISSA	6.00
210	KRIPLEAN, RAYMOND & JANE	32.00
211	L A BBQ AND COMPANY INC	970.00
212	LAFOND, RICHEY	30.00
213	LAMBERTH, DOROTHY	9.60
214	LATOUR, EDWARD & ANNA	30.00
215	LEBEAUX, WILLIAM B	14.00
216	LEINHOS, LISA	30.00
217	LEVENGOD, HALEY	30.00
218	LILLY COMPANY, THE	811.63
219	LIMBAUGH, JESSICA & MATT	14.00
220	LINCHTY, EDWARD	30.00
221	LOONEY, SHIRLEY	46.00
222	LOPEZ, RACHEL	16.00
223	LOWERY, RANDI	30.00
224	LOWE'S - DAPHNE	2,101.75
225	LOWE'S - FOLEY	579.67
226	LOWMAN, BRUCE	30.00
227	LOXLEY, TOWN OF	6,988.84
228	LUDKE, SALLY MORGAN	26.10
229	MAC'S AUTOGLASS LLC	535.00
230	MALONE, MEGAN	62.00
231	MARTIN, JAYE	46.00
232	MATH, LEONARD	30.00

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

	Vendor Summary	Totals
233	MATHES OF ALABAMA	612.84
234	MATTHEW BENDER	242.10
235	MCBROOM, RICHARD S	30.00
236	MCCRANEY, LARRY	30.00
237	MCDONALD, KAREN T CSR	675.00
238	McGRIFF TIRE CO INC	34,348.49
239	MCINTOSH, JONATHAN TYLER	280.00
240	MCKEE FOODS CORP	169.76
241	MCMANN, JUSTIN E	14.00
242	MCNAB, JULIE H	46.00
243	MCPHERSON OIL CO INC/DBA FUELMAN	2,839.44
244	MERCER, RONA	30.00
245	MEYERCORD CO	45,187.80
246	MIKE HOFFMAN'S EQUIPMENT SERV INC	561.27
247	MILLS, KEYNETHIA	14.00
248	MOBILE ASPHALT CO LLC	364,970.48
249	MOBILE BAY NATIONAL ESTUARY PROGRAM	75,000.00
250	MOBILE INFIRMARY ASSOCIATION	1,135.47
251	MOBILE MACHINE AND HYDRAULICS LLC	483.92
252	MOORE, CLARENCE	46.00
253	MOORE, JOE	14.00
254	MOSLEY, MARKES	10.00
255	MOTOROLA SOLUTIONS INC	582,000.04
256	MOYER FORD SALES INC	2,090.84
257	MURPHY, L J MD	46.00
258	MURPHY-MCDUFFIE, CASONDRA	14.00
259	MURPHY'S QUALITY HAY, INC.	400.00
260	MWI ANIMAL HEALTH	561.51
261	MYRICK, WILLIE	16.00
262	NATIONAL SAFETY COUNCIL	65.00
263	NELSON, JIMMIE W	32.00
264	NEOPOST USA INC	1,979.13
265	NORTH BALDWIN INFIRMARY	10,469.22
266	NORTH BALDWIN LITERACY COUNCIL	760.42
267	NOTARY PUBLIC UNDERWRITERS	114.00
268	NUNNALLY, JOEY	48.00
269	OCV, LLC	3,480.00
270	OEC	922.91
271	OLDHAM, LINDA	32.00
272	ON SIGHT ENTERTAINMENT LLC	698.00
273	OPRY, ANDREW W SR	30.00
274	O'REILLY AUTO PARTS-FIRST CALL R'DALE	757.59
275	OVERSTREET, DANNA	46.00
276	PADGETT, RACHEL	14.00
277	PARIS, KIMBERLY	30.00
278	PARKER, EARL/UNKNOWN BLUEGRASS BAND	400.00

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

	Vendor Summary	Totals
279	PARKER, TIFFANY	46.00
280	PARMER, SHERRI L	159.21
281	PARTNERS MANAGING GENERAL UNDERWRITERS	63,619.76
282	PEDEN, SARA ELIZABETH	208.98
283	PEED, DEBBIE	16.00
284	PEREGRINE SERVICES INC	624.39
285	PETROLEUM TRADERS CORPORATION	23,193.12
286	PHOENIX RESEARCH INDUSTRIES INC	40.26
287	PIMPERL, DAVID B	1,275.00
288	POCHE, LORIE	46.00
289	POOLE, ERICA	14.00
290	PRINT SHOP, THE	1,556.35
291	QCHC INC	130,503.00
292	QUEST DIAGNOSTICS	772.68
293	QUICK CAPTION INC	172.00
294	RACINE'S FEED GARDEN & SUPPLY INC	525.00
295	RAYMER, TALEAH	14.00
296	REDDING, SHERRY	14.00
297	REEVES, KASEY	30.00
298	REGIONS BANK CORP TRUST	758,622.61
299	RICHARDSON, BENNIE & P ELAINE	30.00
300	RICHARDSON, CRYSTAL MOORER	20.88
301	RIDER, BETHANY	14.00
302	RILEY, LASHAUNDRA	14.00
303	ROBERTS, KYLE L	46.00
304	ROBERTSDALE AUTO PARTS INC	1,889.14
305	ROBERTSDALE FEED STORE	164.95
306	ROBERTSDALE POSTMASTER	336.00
307	ROBERTSDALE POWER EQUIPMENT	236.42
308	ROBERTSON INSURANCE AGENCY INC	200.00
309	RODE, MIRANDA & GREEN, GARY	30.00
310	ROMERO, DAVID	30.00
311	ROTO-ROOTER	550.00
312	RUFFIN, LORI G	242.00
313	RUSSELL, RALPH T	16.01
314	SAFETY COATINGS	24,684.00
315	SAITER, EUGENE T	30.00
316	SALTER, JOHN RUSSELL	14.00
317	SAM'S CLUB DIRECT	205.00
318	SCANNING AMERICA INC	10,232.34
319	SCHWEITZER, ALLEN & JANICE	9.00
320	SCS FIELD SERVICES	3,880.00
321	SERVICEMASTER ACTION CLEANING	498.00
322	SHARKEY, MARIA E	131.53
323	SHARP ELECTRONICS CORPORATION	19,782.44
324	SHARP, CHASE	62.00

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

	Vendor Summary	Totals
325	SHERWIN-WILLIAMS CO	42.69
326	SHORELINE ENVIRONMENTAL INC	5.00
327	SILVERHILL, TOWN OF	9,375.60
328	SIMMONS, STEVE & MICHELLE	16.00
329	SINE, DEBRA	30.00
330	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	92.75
331	SIZEMORE, MARILYN	30.00
332	SMITH, FRANCES	32.00
333	SMITH, JODIE M	71.92
334	SMITH, MEGAN	46.00
335	SOFTWARE HOUSE INT	3,003.12
336	SOUTH ALABAMA REGIONAL	9,098.57
337	SOUTH BALDWIN LITERACY COUNCIL	760.42
338	SOUTHERN FIRE & SAFETY INC	150.00
339	SOUTHERN LIGHTING & TRAFFIC SYSTEMS	275.00
340	SOUTHERN TIRE MART	11,583.20
341	SOUTHERNCARLSON SYSTEMS	798.42
342	SPEAKSPACE LLC	24.30
343	SPEEGLE, KANDACE	30.00
344	STAGNER, DANA	30.00
345	STANTEC CONSULTING SERVICES INC	16,390.00
346	STAPLES CONTRACT & COMMERCIAL, INC.	13,028.11
347	STAR SERVICE INC OF MOBILE	15,548.00
348	STOCKTON EQUIPMENT CO	2,135.85
349	STONE, JULIA	30.00
350	STYRON, MARY L	9.00
351	SUNSOUTH LLC	256.72
352	SWARTZWELDER, ARLENE	36.00
353	SWEAT TIRE - BAY MINETTE	35.00
354	SWEAT TIRE - FAIRHOPE	284.95
355	SWEAT TIRE - ROBERTSDALE	3,316.02
356	TAVE, TRISTAN	30.00
357	TAYLOR, DIANA	24.00
358	TEAM ONE COMM	67,577.00
359	TERMINIX SERVICE	999.00
360	THOMAS HOSPITAL	4,368.20
361	THOMPSON TRACTOR CO	33,541.16
362	THOMPSON, DAN	51.00
363	THULIN, RACHEL	51.00
364	TIDMORE, VICTORIA & SKYLER	30.00
365	TONY'S TOWING INC	918.75
366	TRACTOR & EQUIPMENT CO	735.04
367	TRANE-MOBILE PARTS CENTER	2,838.92
368	TRANSUNION RISK & ALTERNATIVE	400.00
369	TRUCK EQUIPMENT SALES INC	363.90
370	TSA INC	7,909.28

**Baldwin County Commission
Accounts Payable Payments
October 15, 2019**

	Vendor Summary	Totals
371	TURRITTIN, JAMES & JEREMY	30.00
372	TWO-WAY COMMUNICATIONS INC	5,583.33
373	TYLER TECHNOLOGIES, INC.	20,926.29
374	U-HAUL INTERNATIONAL INC	301.35
375	UNIV AUBURN-GOVERNMENTAL SERVICES	4,100.00
376	UNIVERSAL ENVIRONMENTAL	18.75
377	VAUTRIN, IRMA	1.00
378	VENDETTI, BARBARA	46.00
379	VM DISTRIBUTION PARTNERS	8,624.40
380	VOGEL, MARIE	30.00
381	VULCAN MATERIALS CO	12,466.47
382	VULCAN SIGNS	9,078.50
383	W W GRAINGER	13,595.77
384	WALDEN, DEBORAH W	21.59
385	WALLACE, AMBER	30.00
386	WAL-MART SUPERCENTER	355.77
387	WALZ, BRENDA J	97.44
388	WARREN HOLLOW METAL DOORS & FRAMES	2,018.40
389	WASHINGTON, JUDY D	46.00
390	WASTE MANAGEMENT OF AL-MOBILE	1,441.82
391	WASTE PRO OF FLORIDA	388.90
392	WESCO - FOLEY	611.74
393	WESCO DISTRIBUTION - MOBILE	83.83
394	WEST GROUP PAYMENT CENTER	1,095.08
395	WESTBROOK, ANGALYN	48.00
396	WIGGINS, GWENDOLYN J	8.80
397	WILKERSON, SHANELLE	9.00
398	WILLIAMS, AMY B	156.13
399	WILLIAMS, LISA S	31.32
400	WILSON, AMY E	30.00
401	WILSON, DAVID	46.00
402	WILSON'S SERVICE CENTER	185.00
403	WINTON, CAROL	30.00
404	WITT, STEVE	62.00
405	WITTICHEN SUPPLY-DAPHNE	309.40
406	WITTICHEN SUPPLY-FOLEY	83.52
407	WOOD, TWYLIA	14.00
408	WOODHAM, ALLISON	14.00
409	WOODRUFF, JEFF	9.00
410	WRIGHTS MOTOR PARTS INC	1,122.18
411	XEROX CORP	182.16
412	ZAVALA, HECTOR	14.00
	Grand Total	11,002,675.15

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
105	JUVENILE DETENTION FACILITY	251 9370264	00001	38,507.59			38,507.59
10039	ALABAMA SHERIFF'S ASSN		00001	5,790.00			5,790.00
10044	ASSN OF COUNTY COMMISSIONERS		00001	225.00			225.00
10073	ARD'S PRINTING CO		00001	760.00			760.00
10307	BALDWIN CNTY SHERIFF'S BOYS RA		00001	2,625.52			2,625.52
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00001	480.81			480.81
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	223.74			223.74
14084	BOB BARKER CO INC - PO'S		00001	876.40			876.40
14101	BALDWIN CNTY LIBRARY COOPERATI		00001	3,041.66			3,041.66
14132	BALDWIN YOUTH SERVICES		00001	51,357.82			51,357.82
14358	BETSY ROSS FLAG CO	251 5402246	00001	97.45			97.45
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00001	141.50			141.50
14553	BALDWIN CNTY ECONOMIC DEVELOP	251 9472445	00001	127,000.00			127,000.00
14567	BALDWIN CNTY FAMILY VIOLENCE P		00001	2,625.52			2,625.52
14572	CINDY HABER CENTER INC		00001	10,939.66			10,939.66
21127	DISTRICT ATTORNEY'S OFFICE		00001	86,243.88			86,243.88
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	19,275.00			19,275.00
25040	COASTAL AL COM COLLEGE (FAULKN		00001	124,661.56			124,661.56
27012	GRAYBAR ELECTRIC CO INC **	251 6666600**	00001	1,896.38	22.68-		1,919.06
27022	GULF COAST NEWSPAPERS		00001	863.36			863.36
27263	GALL'S LLC	334 649 3678	00001	1,600.00	4.00-		1,604.00
27733	CENTRAL BALDWIN CHAMBER OF COM	251 9472626	00001	2,000.00	2,000.00		
32419	HUNTER SECURITY INC	251 6265112	00001	5,618.74			5,618.74
40026	NORTH BALDWIN INFIRMARY		00001	10,469.22			10,469.22
40739	NORTH BALDWIN LITERACY COUNCIL		00001	760.42			760.42
43003	OEC	800 759-3368	00001	796.43			796.43
48182	ROBERTSDALE POSTMASTER		00001	336.00			336.00
51005	ELECTION SYSTEMS & SOFTWARE IN	800 2924679	00001	12,061.50			12,061.50
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00001	347.27			347.27
51029	ROBERTSON INSURANCE AGENCY INC	334 9282163	00001	200.00			200.00
51288	ROTO-ROOTER		00001	550.00			550.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	4,695.44			4,695.44
54042	SWEAT TIRE - ROBERTSDALE		00001	221.90			221.90
54683	SOUTH BALDWIN LITERACY COUNCIL		00001	760.42			760.42
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00001	498.00			498.00
57002	TERMINIX SERVICE *		00001	999.00			999.00
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00001	5,583.33			5,583.33
57316	THOMAS HOSPITAL		00001	4,368.20			4,368.20
57333	TEAM ONE COMM - PENSACOLA	334 343-2560	00001	67,577.00			67,577.00
64733	SMITH, JODIE M	251 9375039	00001	71.92			71.92

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	111.94			111.94
66034	BALDWIN CNTY HUMAN RESOURCES D		00001	875.18			875.18
66290	WILSON'S SERVICE CENTER		00001	185.00			185.00
66357	WASTE MANAGEMENT OF AL-MOBILE		00001	238.52			238.52
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	150.00			150.00
68785	MOBILE BAY NATIONAL ESTUARY PR		00001	75,000.00	75,000.00		
71458	MEYERCORD CO	630 6826200	00001	45,187.80			45,187.80
76911	BALDWIN CNTY SOIL & WATER CONS	9377174/EXT3	00001	75,500.00	75,500.00		
78158	BENSON'S APPLIANCE CENTER	9435096	00001	120.00			120.00
78713	BALDWIN CNTY HERITAGE MUSEUM		00001	38,200.00	38,200.00		
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	1,091.70			1,091.70
85067	GULF REGIONAL PATHOLOGISTS PA		00001	60.25			60.25
85534	ASSN OF ALABAMA TAX ADMINISTRA		00001	750.00			750.00
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00001	35.40			35.40
87716	LOWE'S FOLEY - 057700034	9705307	00001	138.94			138.94
87767	JANI KING OF MOBILE	504 4419700	00001	437.46			437.46
89519	MOBILE INFIRMARY ASSOCIATION	334 4353283	00001	1,135.47			1,135.47
92208	CARE HOUSE INC		00001	6,563.79			6,563.79
94060	CHUCK STEVENS AUTO INC		00001	1,169.61			1,169.61
94182	BAY MINETTE YOUTH PROGRAM		00001	2,625.52			2,625.52
95468	BAY WINDOWS	433 4527	00001	90.00			90.00
96962	CNTY REVENUE OFFICERS ASSN OF	334 2637594	00001	170.00			170.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00001	1,295.97			1,295.97
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	11,198.79	41.93-		11,240.72
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00001	308.85			308.85
107220	KEET CONSULTING SERVICES LLC	205 6209843	00001	750.00			750.00
109073	EXPRESS OIL CHANGE -DAPHNE	251 6211859	00001	69.60			69.60
109831	INTERNATIONAL CODE COUNCIL		00001	211.25			211.25
111464	ACCA LIABILITY SELF INSURANCE		00001	4,561.00			4,561.00
111641	DAWN HOUSE (CIGARETTE TAX)		00001	2,625.52			2,625.52
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00001	83.52			83.52
115852	DADE PAPER & BAG CO	251 9641500	00001	1,602.78	.43-		1,603.21
118519	WALZ, BRENDA J	251 5804819	00001	97.44			97.44
121216	PEREGRINE SERVICES INC	318 3254762	00001	624.39			624.39
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	260.03			260.03
123924	LOXLEY, TOWN OF (MISC.)		00001	6,988.84			6,988.84
123932	SILVERHILL, TOWN OF (MISC.)		00001	9,375.60			9,375.60
128354	SAM'S CLUB DIRECT	800 3626196	00001	205.00			205.00
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00001	4,170.40			4,170.40
140290	SHARKEY, MARIA E	251 5509409	00001	61.01			61.01

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
142551	FERGUSON ENTERPRISES INC - DAP 251	6212147	00001	77.96				77.96
147310	AUTOMATED DOORWAYS INC		00001	175.00				175.00
156427	DAPHNE YOUTH PROGRAM, CITY OF		00001	2,625.51				2,625.51
156435	FOLEY YOUTH PROGRAM, CITY OF		00001	2,625.52				2,625.52
156443	FAIRHOPE YOUTH PROGRAM, CITY OF		00001	2,625.52				2,625.52
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00				6,000.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	2,838.92				2,838.92
160995	KINGS III OF AMERICA INC	800 3546473	00001	259.80				259.80
164321	JUBILEE GLASS LLC	7161195	00001	1,583.00				1,583.00
166975	TSA INC	205 7339111	00001	7,775.28				7,775.28
169771	BLACKBURN & CONNER PC		00001	18,182.30				18,182.30
171635	PARMER, SHERRI L	251 9376620	00001	159.21				159.21
174473	WASTE PRO OF FLORIDA	850 4740800	00001	388.90				388.90
180154	MOTOROLA SOLUTIONS INC**		00001	582,000.04				582,000.04
180302	ASHBERRY LANDFILL LLC	334 493 1250	00001	50.00				50.00
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	306.87				306.87
180557	QUICK CAPTION INC	951 779-0787	00001	172.00				172.00
180990	NEOPOST USA INC	203 301 3400	00001	751.92				751.92
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	20,681.73				20,681.73
181263	BMC SOFTWARE INC	713 918 8800	00001	6,143.38				6,143.38
181289	SWEAT TIRE - FAIRHOPE	251 990 8973	00001	284.95				284.95
181427	SPEAKSPACE LLC		00001	24.30				24.30
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	757.59	112.22-			869.81
181787	SHARP ELECTRONICS CORPORATION		00001	12,072.39				12,072.39
181852	ALTA POINTE HEALTH SYSTEMS	251 450 5901	00001	51,060.00				51,060.00
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	299.06				299.06
182172	UNIVERSAL ENVIRONMENTAL		00001	18.75				18.75
182307	OCV, LLC	334 246 5341	00001	3,480.00				3,480.00
183058	BALDWIN COUNTY VICTORY POLARIS	251 964 2777	00001	242.45	.05-			242.50
183476	SOUTHERN CARLSON SYSTEMS	303 574 1500	00001	798.42				798.42
184294	PRINT SHOP, THE	251 937 1772	00001	1,481.35				1,481.35
184800	LILLY COMPANY, THE		00001	811.63				811.63
184837	CARDIOVASCULAR ASSOCIATES		00001	330.00				330.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	129.50				129.50
185252	AUTO ZONE - ROBERTSDALE BCC		00001	75.95				75.95
185351	HOLLAND'S PAINT & BODY		00001	2,232.40				2,232.40
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	535.00				535.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	7,802.66	14.58-			7,817.24
185636	SHERWIN-WILLIAMS CO - FOLEY -		00001	42.69				42.69
186326	QCHC INC		00001	130,503.00				130,503.00

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
187112	QUEST DIAGNOSTICS		00001	772.68				772.68
187344	CINTAS - UNIFORMS		00001	2,533.28				2,533.28
187463	U-HAUL INTERNATIONAL INC	602 606 5426	00001	301.35				301.35
187474	RUSSELL, RALPH T (R)		00001	16.01				16.01
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00001	120.00				120.00
187742	WILLIAMS, LISA S	251 490-5217	00001	31.32				31.32
187807	PIMPERL, DAVID B	251 895 6925	00001	1,275.00				1,275.00
188082	HARVEY, SHANNON JANELLE	251 654-7987	00001	123.54				123.54
188242	FLORES & ASSOCIATES	704 335-8211	00001	869.25				869.25
188753	LUDKE, SALLY MORGAN	251 751-3693	00001	26.10				26.10
188897	STAR SERVICE INC OF MOBILE		00001	2,514.00				2,514.00
189488	BRADLEY ARANT BOULT CUMMING	251 521-8000	00001	29,500.00				29,500.00
189627	DAVIS, JOSEPH LEE III	251 769-5914	00001	415.80				415.80
189759	INGENUITY INC		00001	440.43				440.43
189816	IMC-NORTH BALDWIN PHYSICIANS G		00001	12.96				12.96
190884	TYLER TECHNOLOGIES, INC.	800 772 2260	00001	20,926.29				20,926.29
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	184.50				184.50
191272	BALDWIN BONE & JOINT PC		00001	69.88				69.88
	General Fund		00001	1,820,011.55	190,504.11			1,629,507.44
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	4.31				4.31
	County Transportation Fund		00103	4.31				4.31
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00104	387.03				387.03
181787	SHARP ELECTRONICS CORPORATION		00104	270.16				270.16
	Legislative Del Off Fund		00104	657.19				657.19
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00105	13.29				13.29
14084	BOB BARKER CO INC - PO'S		00105	115.60				115.60
27263	GALL'S LLC	334 649 3678	00105	1,018.17				1,018.17
40654	MCKEE FOODS CORP		00105	169.76				169.76
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.49				1.49
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00105	156.40				156.40
115852	DADE PAPER & BAG CO	251 9641500	00105	734.30				734.30
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	1,547.00				1,547.00
136872	LOWE'S - DAPHNE	621 7620	00105	645.05				645.05
181787	SHARP ELECTRONICS CORPORATION		00105	294.90				294.90
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	107.08				107.08
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00105	120.00				120.00
188897	STAR SERVICE INC OF MOBILE		00105	12,866.00				12,866.00
	Juvenile Detention Fac Fund		00105	17,789.04				17,789.04
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00106	131.85	1.74-			133.59
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	751.54				751.54

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
85307	WAL-MART SUPERCENTER *	251 9375558	00106	355.77			355.77
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	2.03			2.03
181787	SHARP ELECTRONICS CORPORATION		00106	350.78			350.78
186377	PARKER, EARL/UNKNOWN BLUEGRASS		00106	400.00			400.00
187693	ON SIGHT ENTERTAINMENT LLC		00106	698.00			698.00
189006	COLLECTOR HISTORICAL PRINTS IN		00106	7,000.00			7,000.00
190741	DAWN WILSON STUDIOS	302 563 8484	00106	6,600.00			6,600.00
	Baldwin Co Archives Fund		00106	16,289.97	1.74-		16,291.71
10044	ASSN OF COUNTY COMMISSIONERS		00109	370.00			370.00
21030	DOERING TIRE INC		00109	120.94			120.94
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00109	18.00-	18.00-		
51043	ROBERTSDALE FEED STORE	251 9477786	00109	164.95			164.95
84216	W W GRAINGER - FOR PO'S	251 661-1035	00109	3,501.19			3,501.19
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00109	45.40			45.40
87716	LOWE'S FOLEY - 057700034	9705307	00109	316.28			316.28
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	20.84			20.84
115852	DADE PAPER & BAG CO	251 9641500	00109	453.31	.10-		453.41
180788	GANTT, DAVINA L & TREY (R)		00109	283.98			283.98
180996	PHOENIX RESEARCH INDUSTRIES IN	770 455 7310	00109	40.26			40.26
181787	SHARP ELECTRONICS CORPORATION		00109	219.75			219.75
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00109	605.94	283.98-		889.92
187344	CINTAS - UNIFORMS		00109	416.05			416.05
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	561.51			561.51
188391	HILL'S PET NUTRITION INC		00109	512.79			512.79
190161	DIXON, BABETTE		00109	84.00			84.00
190557	BAYER HEALTHCARE LLC	800 606 3463	00109	1,622.94	27.25-		1,650.19
	Animal Shelter		00109	9,322.13	329.33-		9,651.46
10441	A.C.C.A.W.C.S.I.F. **		00111	1,424.80			1,424.80
10448	A & M PORTABLES INC	251 6790933	00111	300.00			300.00
14006	BLOSSMAN GAS - FOLEY	251 9435759	00111	28.86			28.86
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00111	13.36			13.36
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00111	1,309.92			1,309.92
14075	BEARD EQUIPMENT - POWERPLAN	4561993	00111	1,530.00	100.00-		1,630.00
25048	EQUIPMENT SALES CO	251 9375313	00111	892.30			892.30
25121	FORESTRY SUPPLIERS INC	601 3543565	00111	266.21			266.21
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	364,970.48	.04-		364,970.52
43003	OEC	800 759-3368	00111	30.51	30.51-		61.02
43932	EVANS MFG	251 6336008	00111	1,645.00			1,645.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	1,084.72			1,084.72
51040	ROBERTSDALE POWER EQUIPMENT		00111	49.70			49.70

Supplier						Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0			
54044	SAFETY COATINGS	334 9431638	00111	24,684.00					24,684.00	
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	164.72					164.72	
57038	TRACTOR & EQUIPMENT CO - MOBIL		00111	735.04					735.04	
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00111	12.00					12.00	
57071	THOMPSON TRACTOR CO	334 6265100	00111	16,815.13					16,815.13	
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00111	15.31					15.31	
65007	VULCAN SIGNS	334 9431541	00111	9,078.50					9,078.50	
65201	VULCAN MATERIALS CO - PO'	251 6256681	00111	11,894.76	.03-				11,894.79	
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	778.57					778.57	
66357	WASTE MANAGEMENT OF AL-MOBILE		00111	782.67					782.67	
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	8,925.12					8,925.12	
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	1,500.79	166.75-				1,667.54	
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	491.56					491.56	
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00111	510.68					510.68	
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00111	235.75					235.75	
104707	CAT RENTAL STORE, THE	251 4521180PH	00111	3,792.23					3,792.23	
106219	MIKE HOFFMAN'S EQUIPMENT SERV	251 6668994	00111	561.27					561.27	
113603	BAY AREA PRINTING & GRAPHICS S	850 4336864	00111	570.00					570.00	
115852	DADE PAPER & BAG CO	251 9641500	00111	648.31					648.31	
120432	HI-LINE - FOR PURCHASE ORDERS		00111	388.52					388.52	
120651	ALABAMA CONCRETE INDUSTRIES	AS4 2650501	00111	1,280.00					1,280.00	
121355	AUTO ZONE - FOLEY	9431635	00111	288.43					288.43	
121857	DIVERSIFIED COMPUTER SERVICES	334 2608453	00111	750.00					750.00	
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00111	312.69					312.69	
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00111	279.97	10.36-				290.33	
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00111	2,085.89					2,085.89	
144792	FOUNTAIN CORRECTIONAL FACILITY		00111	1,065.00					1,065.00	
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	6,293.06	6,285.00-				12,578.06	
159556	FASTENAL - SUMMERDALE	9476002	00111	112.73					112.73	
166166	FREEMAN COLLISION CENTER LLC	251 9434011	00111	75.00					75.00	
167927	JONES WALKER - PO'S		00111	3,304.76					3,304.76	
172611	VM DISTRIBUTION PARTNERS	870 4485414	00111	8,624.40					8,624.40	
173315	KINGLINE EQUIPMENT - SUMMERDAL	9899693	00111	6,900.00					6,900.00	
180354	CERTIFIED LABORATORIES **	800 527 9929	00111	144.00					144.00	
181290	WESCO - FOLEY - PO'S	251 424 1550	00111	35.59					35.59	
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00111	341.91	15.99-				357.90	
181787	SHARP ELECTRONICS CORPORATION		00111	2,902.86					2,902.86	
182796	SOUTHERN LIGHTING & TRAFFIC SY	770 205 9007	00111	275.00					275.00	
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00111	2,889.24	541.26-				3,430.50	
185700	STANTEC CONSULTING SERVICES IN	251 450 7601	00111	16,390.00					16,390.00	

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
185973	GULF CITY BODY & TRAILER WORKS		00111	250.56				250.56
186715	CHAMBERS GLASS	251 964 2298	00111	249.00				249.00
187344	CINTAS - UNIFORMS		00111	2,123.40				2,123.40
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00111	210.00				210.00
190650	SOUTHERN TIRE MART	877 786 4681	00111	11,583.20	1,002.88-			12,586.08
	7 Cent Gasoline Tax Fund		00111	524,897.48	8,152.82-			533,050.30
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00120	4,100.00				4,100.00
21127	DISTRICT ATTORNEY'S OFFICE		00120	7,500.00				7,500.00
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00120	5,665.00				5,665.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00120	1,440.17				1,440.17
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00120	129.89				129.89
94060	CHUCK STEVENS AUTO INC		00120	773.58				773.58
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00120	36.20				36.20
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	3,687.77				3,687.77
107220	KEET CONSULTING SERVICES LLC	205 6209843	00120	7,800.00				7,800.00
115852	DADE PAPER & BAG CO	251 9641500	00120	348.17				348.17
161111	BRANTLEY'S TIRES OF BAY MINETT	9371011	00120	20.95				20.95
169771	BLACKBURN & CONNER PC		00120	3,316.25				3,316.25
181787	SHARP ELECTRONICS CORPORATION		00120	545.38				545.38
181864	ASSESSMENT ADVISORS LLC	888 226-9585	00120	29,000.00				29,000.00
184185	ARROW EXTERMINATORS INC		00120	895.00				895.00
188065	HARPER, MELISSA JEAN	251 597-0193	00120	280.00				280.00
188399	MCINTOSH, JONATHAN TYLER	850 291-5862	00120	280.00				280.00
190637	SCANNING AMERICA INC	404 824 6633	00120	10,232.34				10,232.34
	Reappraisal Fund		00120	76,050.70				76,050.70
32419	HUNTER SECURITY INC	251 6265112	00140	25.00				25.00
32485	HYDE, ALICE		00140	8.00				8.00
40569	NOTARY PUBLIC UNDERWRITERS		00140	114.00				114.00
66357	WASTE MANAGEMENT OF AL-MOBILE		00140	127.99				127.99
78043	VAUTRIN, IRMA		00140	1.00				1.00
91459	SWARTZWELDER, ARLENE		00140	36.00				36.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	3.15				3.15
122841	RICHARDSON, CRYSTAL MOORER	251 9642925	00140	20.88				20.88
170907	WALDEN, DEBORAH W		00140	21.59				21.59
180360	JAYJOHN, WILMA L		00140	5.60				5.60
181787	SHARP ELECTRONICS CORPORATION		00140	122.60				122.60
182875	DRYDEN, BETTY JEAN	251 776-2195	00140	17.98				17.98
183823	WIGGINS, GWENDOLYN J		00140	8.80				8.80
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	92.80				92.80

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
184186	GRANT, GLENNA B		00140	1.92				1.92
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00140	1,041.38				1,041.38
187266	JOHNSON, NADINE		00140	9.60				9.60
190135	LAMBERTH, DOROTHY		00140	9.60				9.60
190630	ALISON, WENDY		00140	2.40				2.40
190631	CALLOWAY, NELL		00140	8.00				8.00
191275	TAYLOR, DIANA		00140	24.00				24.00
	Council on Aging Fund		00140	1,702.29				1,702.29
27022	GULF COAST NEWSPAPERS		00143	81.60				81.60
42817	NATIONAL SAFETY COUNCIL	800 6213433	00143	65.00				65.00
43003	OEC	800 759-3368	00143	95.97				95.97
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	419.94				419.94
66357	WASTE MANAGEMENT OF AL-MOBILE		00143	124.78				124.78
70017	COMMUNITY TRANSPORTATION ASSN	202 6281480	00143	1,250.00				1,250.00
79396	BEHAVIORAL HEALTH SYSTEMS INC		00143	90.00				90.00
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00143	74.00				74.00
94060	CHUCK STEVENS AUTO INC		00143	124.45				124.45
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	280.43				280.43
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00143	1,467.75				1,467.75
143271	JAZZY CLEAN JANITORIAL	251 6220127	00143	506.64				506.64
181787	SHARP ELECTRONICS CORPORATION		00143	262.18				262.18
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00143	179.90				179.90
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	581.81	2.54-			584.35
187344	CINTAS - UNIFORMS		00143	88.64				88.64
188897	STAR SERVICE INC OF MOBILE		00143	168.00				168.00
	Section 18 Fund		00143	5,861.09	2.54-			5,863.63
10448	A & M PORTABLES INC	251 6790933	00144	4,091.00				4,091.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00144	113.11				113.11
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	48.25				48.25
25048	EQUIPMENT SALES CO	251 9375313	00144	489.00				489.00
40019	MOYER FORD SALES INC	334 9431661	00144	2,090.84				2,090.84
40074	MATHES OF ALABAMA-DAPHNE	251 626 1908	00144	612.84				612.84
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	49.99				49.99
51040	ROBERTSDALE POWER EQUIPMENT		00144	97.40				97.40
54042	SWEAT TIRE - ROBERTSDALE		00144	2,669.86				2,669.86
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00144	24.37				24.37
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00144	83.83				83.83
66357	WASTE MANAGEMENT OF AL-MOBILE		00144	167.86				167.86
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	1,202.35	136.26-			1,338.61
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	47.32				47.32

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00144	211.06			211.06
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00144	87.75			87.75
111077	ASPLUNDH TREE EXPERT - SAGINAW	205 6854000	00144	3,143.40			3,143.40
136872	LOWE'S - DAPHNE	6217620	00144	1,456.70			1,456.70
147125	STOCKTON EQUIPMENT CO	251 5803811	00144	2,135.85			2,135.85
181787	SHARP ELECTRONICS CORPORATION		00144	32.88			32.88
182059	SUNSOUTH LLC	251 943 5091	00144	256.72			256.72
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00144	237.55			237.55
185002	SITEONE LANDSCAPE SUPPLY HOLDI		00144	92.75	.30-		93.05
187344	CINTAS - UNIFORMS		00144	299.86			299.86
	Parks Fund		00144	19,742.54	136.56-		19,879.10
27022	GULF COAST NEWSPAPERS		00146	563.36			563.36
181787	SHARP ELECTRONICS CORPORATION		00146	238.89			238.89
	Eastern Shore Metro Planning O		00146	802.25			802.25
43932	EVANS MFG	251 6336008	00165	2,360.00			2,360.00
184292	MURPHY'S QUALITY HAY, INC.		00165	400.00			400.00
189979	FORTILINE INC	251 945 1177	00165	3,696.00			3,696.00
	Gulf Mexico EnergySec Act 2006		00165	6,456.00			6,456.00
10205	ALABAMA TANK INC	251 577 6415	00510	1,675.00			1,675.00
10224	AL STATE DEPT OF ENVIRONMENTAL	251 4792593FAX	00510	3,810.18			3,810.18
10448	A & M PORTABLES INC	251 6790933	00510	450.00			450.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00510	4.79			4.79
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00510	65.90			65.90
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00510	243.67			243.67
36251	JUBILEE ACE HOME CENTER	334 9906665	00510	65.29			65.29
54042	SWEAT TIRE - ROBERTSDALE		00510	424.26			424.26
57071	THOMPSON TRACTOR CO	334 6265100	00510	13,961.34			13,961.34
65201	VULCAN MATERIALS CO - PO	251 6256681	00510	571.71			571.71
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00510	43.90			43.90
87716	LOWE'S FOLEY - 057700034	9705307	00510	124.45			124.45
95071	FLEETPRIDE - PO	251 4382489	00510	1,678.47	6.00-		1,684.47
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00510	525.00			525.00
97682	COCA COLA BOTTLING CO-ROBERTSD		00510	296.80			296.80
98634	MCPHERSON OIL CO INC/DBA FUELMA	800 2398882	00510	264.58			264.58
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00510	37.82			37.82
104096	AL STATE DEPT OF AGRICULTURE &		00510	40.00			40.00
107511	CDG ENGINEERS & ASSOCIATES	334 2229431	00510	4,911.25			4,911.25
115852	DADE PAPER & BAG CO	251 9641500	00510	94.88			94.88
120432	HI-LINE - FOR PURCHASE ORDERS		00510	296.82			296.82
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00510	2,430.40			2,430.40

Supplier			Co	Balance Open	Aging		
Number	Name	Phone Number			Current	1 - 0	Over 0
142404	SCS FIELD SERVICES		00510	3,880.00			3,880.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	22,158.90			22,158.90
162616	SWEAT TIRE - BAY MINETTE	5808473	00510	35.00			35.00
169771	BLACKBURN & CONNER PC		00510	251.50			251.50
180354	CERTIFIED LABORATORIES **	800 527 9929	00510	3,923.40			3,923.40
180990	NEOPOST USA INC	203 301 3400	00510	307.35			307.35
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	2,511.39			2,511.39
181164	CRITTER GITTER PEST CONTROL	850 455-6500	00510	125.00			125.00
181290	WESCO - FOLEY - PO'S	251 424 1550	00510	576.15			576.15
181787	SHARP ELECTRONICS CORPORATION		00510	1,129.31			1,129.31
187344	CINTAS - UNIFORMS		00510	204.29			204.29
187492	SHORELINE ENVIRONMENTAL INC	251 960 5505	00510	5.00			5.00
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00510	145.00			145.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00510	65.00			65.00
	Solid Waste Fund		00510	67,333.80	6.00-		67,339.80
10202	AL-TRANS SERVICE INC *	251 3040906	00511	6,971.53			6,971.53
21127	DISTRICT ATTORNEY'S OFFICE		00511	35,000.00			35,000.00
27242	GULF COAST TRUCK & EQUIPMENT	G34 4762744	00511	3,126.74			3,126.74
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00511	5.22			5.22
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	776.28			776.28
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00511	351.90			351.90
57071	THOMPSON TRACTOR CO	334 6265100	00511	2,764.69			2,764.69
57327	TONY'S TOWING INC	251 9287334	00511	918.75			918.75
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	85.84			85.84
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00511	77.41			77.41
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	77.76			77.76
95071	FLEETPRIDE - PO	251 4382489	00511	6,720.80	.60-		6,721.40
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00511	315.66			315.66
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	54.87			54.87
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00511	127.75			127.75
107220	KEET CONSULTING SERVICES LLC	205 6209843	00511	1,300.00			1,300.00
117241	WARREN HOLLOW METAL DOORS & 850	4329821	00511	2,018.40			2,018.40
120432	HI-LINE - FOR PURCHASE ORDERS		00511	306.64			306.64
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	5,896.53	450.00-		6,346.53
159767	CORE COMPUTING SOLUTIONS INC		00511	1,175.26			1,175.26
166975	TSA INC	205 7339111	00511	134.00			134.00
180990	NEOPOST USA INC	203 301 3400	00511	919.86			919.86
181787	SHARP ELECTRONICS CORPORATION		00511	1,067.66			1,067.66
183314	CASCADE ENGINEERING INC	203 695 1130	00511	2,915.00			2,915.00
183656	MOBILE MACHINE AND HYDRAULICS		00511	483.92			483.92

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
183743	TRANSUNION RISK & ALTERNATIVE		00511	400.00		400.00
187344	CINTAS - UNIFORMS		00511	75.26		75.26
188927	BIKINI BOTTOM INVESTMENTS (R)		00511	67.00		67.00
191078	MATH, LEONARD (R)		00511	30.00		30.00
191079	JOHNSON, JESI (R)		00511	30.00		30.00
191145	NUNNALLY, JOEY (R)		00511	48.00		48.00
191156	SIMMONS, STEVE & MICHELLE (R)		00511	16.00		16.00
191157	SAITER, EUGENE T (R)		00511	30.00		30.00
191158	JETER, DANNY (R)		00511	30.00		30.00
191159	TURRITTIN, JAMES & JEREMY (R)		00511	30.00		30.00
191160	BRACKIN, MORGAN (R)		00511	30.00		30.00
191161	MCMANN, JUSTIN E (R)		00511	14.00		14.00
191162	POOLE, ERICA (R)		00511	14.00		14.00
191163	ZAVALA, HECTOR (R)		00511	14.00		14.00
191164	RILEY, LASHAUNDRA (R)		00511	14.00		14.00
191165	WILKERSON, SHANELLE (R)		00511	9.00		9.00
191166	LIMBAUGH, JESSICA & MATT (R)		00511	14.00		14.00
191167	RIDER, BETHANY (R)		00511	14.00		14.00
191168	THOMPSON, DAN (R)		00511	51.00		51.00
191169	FEDOR, MARCIA & GREGORY (R)		00511	62.00		62.00
191170	JOHNSON, DANIEL J (R)		00511	46.00		46.00
191171	MCNAB, JULIE H (R)		00511	46.00		46.00
191172	LOONEY, SHIRLEY (R)		00511	46.00		46.00
191173	MOORE, CLARENCE (R)		00511	46.00		46.00
191174	SMITH, MEGAN (R)		00511	46.00		46.00
191175	JONES, MEGHAN (R)		00511	62.00		62.00
191176	MALONE, MEGAN (R)		00511	62.00		62.00
191177	CLARK, ALEXANDRIA (R)		00511	62.00		62.00
191178	WASHINGTON, JUDY D (R)		00511	46.00		46.00
191179	BATES, LINDSEY (R)		00511	46.00		46.00
191180	PARKER, TIFFANY (R)		00511	46.00		46.00
191181	MURPHY, L J MD (R)		00511	46.00		46.00
191182	VOGEL, MARIE (R)		00511	30.00		30.00
191183	MCBROOM, RICHARD S (R)		00511	30.00		30.00
191184	HARVARD, CRYSTAL L (R)		00511	30.00		30.00
191185	BARNWELL, KEVIN M (R)		00511	30.00		30.00
191186	SINE, DEBRA (R)		00511	30.00		30.00
191187	WILSON, AMY E (R)		00511	30.00		30.00
191188	GRALLA, SEBESTIAN (R)		00511	30.00		30.00
191189	WINTON, CAROL (R)		00511	30.00		30.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
191190	ROMERO, DAVID (R)		00511	30.00		30.00
191191	COOK, TOM (R)		00511	30.00		30.00
191192	ELEUTERIUS, JANE (R)		00511	30.00		30.00
191193	LOWMAN, BRUCE (R)		00511	30.00		30.00
191194	STAGNER, DANA (R)		00511	30.00		30.00
191195	TIDMORE, VICTORIA & SKYLER (R)		00511	30.00		30.00
191196	LATOUR, EDWARD & ANNA (R)		00511	30.00		30.00
191197	TAVE, TRISTAN (R)		00511	30.00		30.00
191198	KIEL, THOMAS (R)		00511	30.00		30.00
191199	HULLIHEN, SARAH (R)		00511	30.00		30.00
191200	LAFOND, RICHEY (R)		00511	30.00		30.00
191201	RODE, MIRANDA & GREEN, GARY (R)		00511	30.00		30.00
191202	LINCHTY, EDWARD (R)		00511	30.00		30.00
191203	EAST, LISA (R)		00511	30.00		30.00
191204	MCCRANEY, LARRY (R)		00511	30.00		30.00
191205	LEVENGOD, HALEY (R)		00511	30.00		30.00
191206	KEITT, AARON (R)		00511	30.00		30.00
191207	GRAHAM, JAMIN & CORMER, DAVID		00511	30.00		30.00
191208	WALLACE, AMBER (R)		00511	30.00		30.00
191209	BLACKLOCK, JAMES & MARIE (R)		00511	30.00		30.00
191210	STONE, JULIA (R)		00511	30.00		30.00
191211	REEVES, KASEY (R)		00511	30.00		30.00
191212	FLEMING, CHRISTI (R)		00511	30.00		30.00
191213	PARIS, KIMBERLY (R)		00511	30.00		30.00
191214	ENGLE-WRYE, NICHOLAS (R)		00511	30.00		30.00
191215	LOWERY, RANDI (R)		00511	30.00		30.00
191216	ALLEN, BELINDA (R)		00511	30.00		30.00
191229	ELLIOT, PATRICK (R)		00511	62.00		62.00
191230	COLLETTE, GLORIA J (R)		00511	46.00		46.00
191231	STYRON, MARY L (R)		00511	9.00		9.00
191232	CHASTAIN, LEE ANN (R)		00511	30.00		30.00
191233	RICHARDSON, BENNIE & P ELAINE		00511	30.00		30.00
191234	CHUNCHULA ENERGY CORP (R)		00511	14.00		14.00
191235	CHAVIS, CHARLES EDWARD III (R)		00511	32.00		32.00
191236	WILSON, DAVID (R)		00511	46.00		46.00
191237	MOSLEY, MARKES (R)		00511	10.00		10.00
191238	MILLS, KEYNETHIA (R)		00511	14.00		14.00
191239	KNIGHT, TOMMY & MELISSA (R)		00511	6.00		6.00
191240	PADGETT, RACHEL (R)		00511	14.00		14.00
191241	BURRUS, TIM (R)		00511	14.00		14.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
191242	BEST, MICHAEL P (R)		00511	14.00		14.00
191243	WOODHAM, ALLISON (R)		00511	14.00		14.00
191244	MURPHY-MCDUFFIE, CASONDRA (R)		00511	14.00		14.00
191245	MOORE, JOE (R)		00511	14.00		14.00
191246	REDDING, SHERRY (R)		00511	14.00		14.00
191247	WOODRUFF, JEFF (R)		00511	9.00		9.00
191248	SCHWEITZER, ALLEN & JANICE (R)		00511	9.00		9.00
191249	LEBEAUX, WILLIAM B (R)		00511	14.00		14.00
191250	FLEMING RIDER, JONATHAN (R)		00511	14.00		14.00
191251	WOOD, TWYLIA (R)		00511	14.00		14.00
191252	VENDETTI, BARBARA (R)		00511	46.00		46.00
191253	DONAHUE-DYER, JULIA & DYER, TI		00511	46.00		46.00
191254	DAVIS, GEORGE (R)		00511	62.00		62.00
191255	SHARP, CHASE (R)		00511	62.00		62.00
191256	HADDAN, JEFF & TERESA (R)		00511	62.00		62.00
191257	EVANS, GLEN (R)		00511	30.00		30.00
191258	AVERY, JOSH (R)		00511	30.00		30.00
191259	LEINHOS, LISA (R)		00511	30.00		30.00
191260	SALTER, JOHN RUSSELL (R)		00511	14.00		14.00
191261	FRIESE, ERIC (R)		00511	9.00		9.00
191262	ELBERG, STAN E & KATHLEEN A (R)		00511	21.00		21.00
191263	ESTES, ZACK E (R)		00511	16.00		16.00
191264	FLANDERS, STEVEN (R)		00511	46.00		46.00
191265	CHERRY, CAMIE (R)		00511	46.00		46.00
191277	GREEN, GERALD D (R)		00511	14.95		14.95
191278	WESTBROOK, ANGALYN (R)		00511	48.00		48.00
191279	SPEEGLE, KANDACE (R)		00511	30.00		30.00
191280	CORLEY, STEPHEN & DANIELLE (R)		00511	30.00		30.00
191281	GILLIS, DONNA (R)		00511	14.00		14.00
191282	RAYMER, TALEAH (R)		00511	14.00		14.00
191283	BLACKMON, BILL & JUDY (R)		00511	16.00		16.00
191284	NELSON, JIMMIE W (R)		00511	32.00		32.00
191285	WITT, STEVE (R)		00511	62.00		62.00
191286	OVERSTREET, DANNA (R)		00511	46.00		46.00
191287	POCHE, LORIE (R)		00511	46.00		46.00
191288	MARTIN, JAYE (R)		00511	46.00		46.00
191289	BUTTS, ELIZABETH & FRANK (R)		00511	46.00		46.00
191290	ROBERTS, KYLE L (R)		00511	46.00		46.00
191291	CLAYVILLE, TERRY & DEBORAH (R)		00511	32.00		32.00
191292	EVERETT, CARRIE (R)		00511	16.00		16.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
191293	COLLINS, KELLI LEE & DAVID K (		00511	30.00		30.00
191294	OPRY, ANDREW W SR (R)		00511	30.00		30.00
191295	THULIN, RACHEL (R)		00511	51.00		51.00
191296	MERCER, RONA (R)		00511	30.00		30.00
191297	SMITH, FRANCES (R)		00511	32.00		32.00
191298	BRADLEY, JOHN (R)		00511	16.00		16.00
191299	OLDHAM, LINDA (R)		00511	32.00		32.00
191300	KRIPLEAN, RAYMOND & JANE (R)		00511	32.00		32.00
191301	DELCOGLIANO, KEN & KATHY (R)		00511	16.00		16.00
191302	HIGGINBOTHAM, CATHRYN & WILLIA		00511	62.00		62.00
191303	BALDWIN, TAMMY (R)		00511	46.00		46.00
191304	LOPEZ, RACHEL (R)		00511	16.00		16.00
191305	GREENE, MEGAN (R)		00511	14.00		14.00
191306	MYRICK, WILLIE (R)		00511	16.00		16.00
191307	GILMORE, SAMANTHA N (R)		00511	46.00		46.00
191308	GARDNER, TRACEY (R)		00511	62.00		62.00
191309	FLEMING, JENNIFER (R)		00511	46.00		46.00
191310	PEED, DEBBIE (R)		00511	16.00		16.00
191311	DUNSFORD, CLIFTON D & BONNIE (		00511	30.00		30.00
191312	SIZEMORE, MARILYN (R)		00511	30.00		30.00
191313	BOWLIN, JOHN (R)		00511	14.00		14.00
	Solid Waste Collection Fund		00511	78,417.68	450.60-	78,868.28
27263	GALL'S LLC	334 649 3678	00708	49.98		49.98
51040	ROBERTSDALE POWER EQUIPMENT		00708	89.32		89.32
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00708	199.30		199.30
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00708	75.90		75.90
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00708	256.30	5.58-	261.88
181136	B I INCORPORATED		00708	14,163.07		14,163.07
181787	SHARP ELECTRONICS CORPORATION		00708	272.70		272.70
184294	PRINT SHOP, THE	251 937 1772	00708	75.00		75.00
187344	CINTAS - UNIFORMS		00708	43.84		43.84
	Community Corrections		00708	15,225.41	5.58-	15,230.99
39466	KENTWOOD SPRINGS WATER	18002357873	00740	45.40		45.40
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	1,263.60		1,263.60
61663	ADMINISTRATIVE OFFICE OF COURT		00740	85,441.66		85,441.66
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00740	1,095.08		1,095.08
66391	XEROX CORP		00740	182.16		182.16
99514	MATTHEW BENDER*		00740	242.10		242.10
128311	MCDONALD, KAREN T CSR	251 9290941	00740	675.00		675.00
181809	RUFFIN, LORI G		00740	242.00		242.00

Supplier			Aging					
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
54083	Law Library Fund		00740	89,187.00				89,187.00
	SOUTH ALABAMA REGIONAL	251 4336541	00741	947.82				947.82
	AAA Donations Fund		00741	947.82				947.82
116126	HISTORIC BLAKELY AUTHORITY		00742	122,668.41				122,668.41
	Historic Parks Fund		00742	122,668.41				122,668.41
86123	WILLIAMS, AMY B	251 9455001	00779	156.13				156.13
93964	DAVIS, PAMELA S	251 9422215	00779	158.88				158.88
140118	HAWSEY, CAROL R	251 9866195	00779	95.35				95.35
140290	SHARKEY, MARIA E	251 5509409	00779	70.52				70.52
181793	PEDEN, SARA ELIZABETH	251 4548675	00779	208.98				208.98
136670	MV Special Training Fund		00779	689.86				689.86
	L A BBQ AND COMPANY INC	9478722	00780	970.00				970.00
	Donation Trust Fund		00780	970.00				970.00
186450	PARTNERS MANAGING GENERAL UNDE		00790	63,619.76				63,619.76
	Self Insurance Trust		00790	63,619.76				63,619.76
Grand Total(s)			00790	2,938,646.28	181,418.94			2,757,227.34

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number	2846879	Type	M	Date	10/7/2019	User ID	SGRANT
PN	9204852			10/15/2019	00001	JAMES B JOHNSON	4095					7,758.77-		D
PV	498329	00001	001	10/7/2019		10012019	RETIREMENT; OCT 2019							
						Cash	00018481					7,758.77-	AA	
PN	9204853			10/15/2019	00304	REGIONS BANK CORP TRUST	123781					63,565.83-		D
PV	498330	00304	001	10/7/2019		10012019;2014	2014 WARRANT; OCT 2019							
						Cash	00018481					63,565.83-	AA	
PN	9204853			10/15/2019	00304	REGIONS BANK CORP TRUST	123781					83,108.33-		D
PV	498331	00304	001	10/7/2019		10012019;2012	2012 WARRANT; OCT 2019							
						Cash	00018481					83,108.33-	AA	
PN	9204853			10/15/2019	00304	REGIONS BANK CORP TRUST	123781					148,315.63-		D
PV	498332	00304	001	10/7/2019		10012019;2013	2013 WARRANT; OCT 2019							
						Cash	00018481					148,315.63-	AA	
PN	9204853			10/15/2019	00304	REGIONS BANK CORP TRUST	123781					183,141.67-		D
PV	498333	00304	001	10/7/2019		10012019;2010	2010 WARRANT; OCT 2019							
						Cash	00018481					183,141.67-	AA	
PN	9204853			10/15/2019	00304	REGIONS BANK CORP TRUST	123781					280,491.15-		D
PV	498334	00304	001	10/7/2019		10012019;2015	2015 WARRANT; OCT 2019							
						Cash	00018481					280,491.15-	AA	
Totals for Bank Account								766,381.38-				7,758.77-		
Totals for Batch								766,381.38-				7,758.77-		
User Total								766,381.38-				7,758.77-		

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Baldwin County Commission
Manual Payment Journal

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..... Document				Date	Co.	Name	Address Number Amounts				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken	G/L					
					Voucher		Account Description	Account Number			Distribution					
G/L	Bank Account	00018481					Cash	Batch Number	2846921	Type	M	Date	10/8/2019	User ID	SGRANT	
PN	9204859				10/15/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	6,403,453.08-						D	
PV	498475	00001	001		10/8/2019		10072019	SALES/USE TAX								
							Cash	00018481					6,403,453.08-	AA		
PN	9204859				10/15/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	891,344.91-						D	
PV	498475	00001	002		10/8/2019		10072019	SALES/USE TAX								
							Cash	00018481					891,344.91-	AA		
PN	9204859				10/15/2019	00105	BALDWIN CNTY BOARD OF EDUCATIO	14116	2,849.50-						D	
PV	498479	00105	001		10/8/2019		93019	JDC MEALS; SEPT 2019								
							Cash	00018481					2,849.50-	AA		
Totals for Bank Account									7,297,647.49-			7,297,647.49-				
Totals for Batch									7,297,647.49-			7,297,647.49-				
User Total									7,297,647.49-			7,297,647.49-				
Grand Total									7,297,647.49-			7,297,647.49-				



Baldwin County Commission

Agenda Action Form

File #: 19-2202, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Senior Accountant

Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$3,268,776.44 (three million, two hundred sixty-eight thousand, seven hundred seventy-six dollars and forty-four cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission
Interim Payments
October 15, 2019

Vendor Summary		Totals	Brief Description
1	A.C.C.A.W.C.S.I.F.	751,579.51	Workers Comp.
2	AL CHILD SUPPORT PAYMENT CTR	2,353.06	Payroll
3	AL STATE DEPT OF FINANCE-CRAFT TRAINING	78.00	CICT Fees
4	AL STATE DEPT OF INDUSTRIAL RELATIONS	1,982.61	Unemployment Compensation
5	ALABAMA INCOME TAX DIVISION	74,173.69	Payroll
6	ARMSTRONG, J.R.	72.00	Solid Waste Refund
7	AT&T MOBILITY	518.05	Telephone
8	AUSTILL, JERE III	5,311.70	Land Redemption
9	BALDWIN CNTY COMMISSION-BOOTS	152.50	Payroll
10	BALDWIN CNTY COMMISSION-DENTAL	12,058.50	Payroll
11	BALDWIN CNTY COMMISSION-HEALTH	448,210.50	Payroll
12	BALDWIN CNTY SHERIFF'S OFFICE	881,320.15	Payroll
13	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
14	BALDWIN EMC	2,464.28	Utilities
15	BALDWIN, PHILLIP & MELANIE	72.00	Solid Waste Refund
16	BAY MINETTE POSTMASTER	235.00	PO Box Rental Fee
17	BLUE CROSS & BLUE SHIELD OF AL	528,449.12	Payroll
18	BOYD, SHANNON GENEVALINE	100.00	Poll Worker
19	BRAGG, JOSEPH R	3,000.00	Land Redemption
20	CARTER, PETER & KELLY	96.00	Solid Waste Refund
21	CRUZ, BERNADINA	78.00	Solid Waste Refund
22	DANIEL O'BRIEN	1,567.81	Payroll
23	DAVIDSON, SANDRA	1,780.48	Land Redemption
24	DEPT OF CHILDREN & FAMILY SVCS	193.84	Payroll
25	DUNAWAY, HELEN	96.00	Solid Waste Refund
26	FAIRHOPE, CITY OF	598.44	Utilities
27	FLEXIBLE BENEFITS	10,132.55	Payroll
28	FRONTIER COMMUNICATIONS	14.70	Telephone
29	GARCIA, DAVID	206.00	Solid Waste Refund
30	HELMS, ERIC	135.50	Solid Waste Refund
31	HURST, BARRY L	660.00	Election Worker
32	IRS-TAX PAYMENT	300,783.45	Payroll
33	JODY L WISE, CIRCUIT CLK	353.24	Payroll
34	LOXLEY, TOWN OF	298.74	Utilities
35	MCDONALD, MELANIE A & JIM	94.00	Solid Waste Refund
36	MCGHEE, CARLEE	176.00	Solid Waste Refund
37	NATIONWIDE RETIREMENT SOLUTIONS	8,929.01	Payroll
38	NORTH BALDWIN UTILITIES	37,420.85	Utilities
39	OVERSTREET, FORREST S	10.00	Payroll
40	PAGES, ALAIN	94.00	Solid Waste Refund
41	PEIRAF DEFERRED COMPENSATION	1,462.00	Payroll
42	PENN, BRIAN JOSEPH	1,365.36	Land Redemption
43	PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
44	PETTY CASH- TERRI GRAHAM	300.00	Petty Cash
45	PRESCOTT, JEAN MARC	650.38	Land Redemption
46	RETIREMENT SYSTEMS OF AL	127,230.07	Payroll
47	RIVIERA UTILITIES	3,391.16	Utilities
48	ROBERTSDALE, CITY OF	32,124.00	Utilities
49	SILVERHILL, TOWN OF	154.55	Utilities
50	SOUTHERN LINC WIRELESS	6,417.24	Telephone
51	TAYLOR, KELLY S	72.00	Solid Waste Refund
52	TROWELL, ROBERT	174.00	Solid Waste Refund

53	URBAN, STEVEN & ALANA B	89.30	Solid Waste Refund
54	VERIZON WIRELESS	17,893.09	Telephone
55	YOUNG, TRINICE E & JAMES C	78.00	Solid Waste Refund
Grand Total		3,268,776.44	

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken									
G/L Bank Account 00018481						Cash	Batch Number	2846638	Type	M	Date	9/24/2019	User ID	RBENSON			
PN	9204841			9/24/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					656.80-				D	
PV	497227	00790	001	9/24/2019		42257 998 092019	week: 09/16/19-09/20/19										
						Cash	00018481					656.80-	AA				
PN	9204841			9/24/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					3,117.60-				D	
PV	497227	00790	002	9/24/2019		42257 998 092019	week: 09/16/19-09/20/19										
						Cash	00018481					3,117.60-	AA				
PN	9204841			9/24/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					452.93-				D	
PV	497227	00790	003	9/24/2019		42257 998 092019	week: 09/16/19-09/20/19										
						Cash	00018481					452.93-	AA				
PN	9204841			9/24/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					45,567.19-				D	
PV	497227	00790	004	9/24/2019		42257 998 092019	week: 09/16/19-09/20/19										
						Cash	00018481					45,567.19-	AA				
PN	9204841			9/24/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,012.33-				D	
PV	497227	00790	005	9/24/2019		42257 998 092019	week: 09/16/19-09/20/19										
						Cash	00018481					1,012.33-	AA				
Totals for Bank Account										50,806.85-		50,806.85-					
Totals for Batch										50,806.85-		50,806.85-					
User Total										50,806.85-		50,806.85-					
Grand Total										50,806.85-		50,806.85-					

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken		G/L Distribution							
G/L	Bank Account	00018481				Cash	Batch Number	2846652	Type	M	Date	9/25/2019	User ID		SGRANT		
PN	9204842			9/25/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					10,193.35-			D		
PV	497357	00001	001	9/25/2019		9242019	AP; AUGUST 2019										
						Cash	00018481						10,193.35-	AA			
PN	9204842			9/25/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					8,402.70-			D		
PV	497357	00001	002	9/25/2019		9242019	AP; AUGUST 2019										
						Cash	00018481						8,402.70-	AA			
PN	9204842			9/25/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10					996.20-			D		
PV	497357	00001	003	9/25/2019		9242019	AP; AUGUST 2019										
						Cash	00018481						996.20-	AA			
Totals for Bank Account								19,592.25-				19,592.25-					
Totals for Batch								19,592.25-				19,592.25-					
User Total								19,592.25-				19,592.25-					
Grand Total								19,592.25-				19,592.25-					

Document				Date	Co.	Name	Address	Amounts				G/L				LT	PC	PI	Subledger	Type	Tax
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L									Amount
	Voucher			Voucher		Account Description	Account Number	Discount Taken				Distribution									
G/L	Bank	Account	00018481			Cash	Batch Number	2846673	Type	M	Date	9/25/2019	User ID		RBENSON						
PN	9204844			9/25/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,562.10-				D					
PV	497430	00790	001	9/25/2019		42257 999 092019	WEEK: 09/16/19-09/20/19														
						Cash	00018481						2,562.10-		AA						
PN	9204844			9/25/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,689.00-				D					
PV	497430	00790	002	9/25/2019		42257 999 092019	WEEK: 09/16/19-09/20/19														
						Cash	00018481						2,689.00-		AA						
PN	9204844			9/25/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					41.60-				D					
PV	497430	00790	003	9/25/2019		42257 999 092019	WEEK: 09/16/19-09/20/19														
						Cash	00018481						41.60-		AA						
PN	9204844			9/25/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					635.12-				D					
PV	497430	00790	004	9/25/2019		42257 999 092019	WEEK: 09/16/19-09/20/19														
						Cash	00018481						635.12-		AA						
PN	9204844			9/25/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					88,169.00-				D					
PV	497430	00790	005	9/25/2019		42257 999 092019	WEEK: 09/16/19-09/20/19														
						Cash	00018481						88,169.00-		AA						
PN	9204844			9/25/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					7,967.35-				D					
PV	497430	00790	006	9/25/2019		42257 999 092019	WEEK: 09/16/19-09/20/19														
						Cash	00018481						7,967.35-		AA						
PN	9204844			9/25/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					352.89-				D					
PV	497430	00790	007	9/25/2019		42257 999 092019	WEEK: 09/16/19-09/20/19														
						Cash	00018481						352.89-		AA						
PN	9204844			9/25/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					129.88-				D					
PV	497430	00790	008	9/25/2019		42257 999 092019	WEEK: 09/16/19-09/20/19														

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..... Document				Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item				Payment Amount Discount Taken	G/L Distribution					
					Cash	00018481		129.88-	AA				
					Totals for Bank Account		102,546.94-	102,546.94-					
					Totals for Batch		102,546.94-	102,546.94-					
					User Total		102,546.94-	102,546.94-					
					Grand Total		102,546.94-	102,546.94-					

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
19003	NORTH BALDWIN UTILITIES		00001	33,026.26		33,026.26
51003	RIVIERA UTILITIES		00001	171.45		171.45
187459	HURST, BARRY L. - PO'S		00001	660.00		660.00
50037182	BOYD, SHANNON GENEVALINE		00001	100.00		100.00
	General Fund		00001	33,957.71		33,957.71
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94		508.94
	Animal Shelter		00109	508.94		508.94
14005	BALDWIN EMC	251 9890118	00111	472.28		472.28
51003	RIVIERA UTILITIES		00111	2,560.35		2,560.35
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90		228.90
	7 Cent Gasoline Tax Fund		00111	3,261.53		3,261.53
19003	NORTH BALDWIN UTILITIES		00143	100.47		100.47
51003	RIVIERA UTILITIES		00143	13.00		13.00
	Section 18 Fund		00143	113.47		113.47
14005	BALDWIN EMC	251 9890118	00144	1,062.00		1,062.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00144	14.44		14.44
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45		114.45
	Parks Fund		00144	1,190.89		1,190.89
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00		655.00
151941	PETTY CASH- TERRI GRAHAM		00510	300.00		300.00
	Solid Waste Fund		00510	955.00		955.00
191150	PAGES, ALAIN (R)		00511	94.00		94.00
191151	BALDWIN, PHILLIP & MELANIE (R)		00511	72.00		72.00
191152	TROWELL, ROBERT (R)		00511	174.00		174.00
	Solid Waste Collection Fund		00511	340.00		340.00
19003	NORTH BALDWIN UTILITIES		00708	84.51		84.51
	Community Corrections		00708	84.51		84.51
190500	PENN, BRIAN JOSEPH		00725	1,365.36		1,365.36
	Land Redemption Fund		00725	1,365.36		1,365.36
	Grand Total(s)		00725	41,777.41		41,777.41

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number 2846788	Type	M	Date	10/1/2019	User ID	RBENSON	
PN	9204845			10/1/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	791.20-					D	
PV	497439	00790	001	10/1/2019		42257 998 092719	WEEK: 09/23/19-09/27/19							
						Cash	00018481					791.20-	AA	
PN	9204845			10/1/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,365.40-					D	
PV	497439	00790	002	10/1/2019		42257 998 092719	WEEK: 09/23/19-09/27/19							
						Cash	00018481					2,365.40-	AA	
PN	9204845			10/1/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	436.80-					D	
PV	497439	00790	003	10/1/2019		42257 998 092719	WEEK: 09/23/19-09/27/19							
						Cash	00018481					436.80-	AA	
PN	9204845			10/1/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	431.21-					D	
PV	497439	00790	004	10/1/2019		42257 998 092719	WEEK: 09/23/19-09/27/19							
						Cash	00018481					431.21-	AA	
PN	9204845			10/1/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	69,807.68-					D	
PV	497439	00790	005	10/1/2019		42257 998 092719	WEEK: 09/23/19-09/27/19							
						Cash	00018481					69,807.68-	AA	
PN	9204845			10/1/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	11,240.29-					D	
PV	497439	00790	006	10/1/2019		42257 998 092719	WEEK: 09/23/19-09/27/19							
						Cash	00018481					11,240.29-	AA	
PN	9204845			10/1/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	469.48-					D	
PV	497439	00790	007	10/1/2019		42257 998 092719	WEEK: 09/23/19-09/27/19							
						Cash	00018481					469.48-	AA	
Totals for Bank Account								85,542.06-				85,542.06-		

Document				Date	Co.	Name	Address Number	Amounts						
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
Totals for Batch								85,542.06-	85,542.06-					
User Total								85,542.06-	85,542.06-					
Grand Total								85,542.06-	85,542.06-					

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..... Document				Date	Co.	Name	Address Number Amounts								Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type		
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution							
G/L Bank Account	00018481					Cash	Batch Number	2846798	Type	M	Date	10/1/2019	User ID	SGRANT		
PN	9204847			10/1/2019	00001	AL STATE DEPT OF INDUSTRIAL RE	54070	1,982.61-						D		
PV	497813	00001	001	10/1/2019		213311800;9/30/19	ACCT# 0213311800									
						Cash	00018481						1,982.61-	AA		
Totals for Bank Account								1,982.61-					1,982.61-			
Totals for Batch								1,982.61-					1,982.61-			
User Total								1,982.61-					1,982.61-			
Grand Total								1,982.61-					1,982.61-			

Document				Date	Co.	Name	Address Number	Amounts				G/L		LT	PC	PI	Subledger	Type	Tax Amount
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken										
	Voucher			Voucher		Account Description	Account Number												
G/L	Bank Account	00018481				Cash	Batch Number	2846795	Type	M	Date	10/01/19	User ID	ECUTSINGER					
PN	9204846			10/04/19	00001	IRS-TAX PAYMENT	54188				29,913.78-							D	
T7	497450	00001	001	10/04/19		100119115622108	636001408	Payroll Taxes											
						Cash	00018481					29,913.78-	AA						
PN	9204846			10/04/19	00001	IRS-TAX PAYMENT	54188				56,249.14-							D	
T7	497451	00001	001	10/04/19		100119115622109	636001408	Payroll Taxes											
						Cash	00018481					56,249.14-	AA						
PN	9204846			10/04/19	00103	IRS-TAX PAYMENT	54188				195.57-							D	
T7	497453	00103	001	10/04/19		100119115622110	636001408	Payroll Taxes											
						Cash	00018481					195.57-	AA						
PN	9204846			10/04/19	00103	IRS-TAX PAYMENT	54188				348.00-							D	
T7	497454	00103	001	10/04/19		100119115622111	636001408	Payroll Taxes											
						Cash	00018481					348.00-	AA						
PN	9204846			10/04/19	00104	IRS-TAX PAYMENT	54188				362.20-							D	
T7	497455	00104	001	10/04/19		100119115622112	636001408	Payroll Taxes											
						Cash	00018481					362.20-	AA						
PN	9204846			10/04/19	00104	IRS-TAX PAYMENT	54188				624.34-							D	
T7	497456	00104	001	10/04/19		100119115622113	636001408	Payroll Taxes											
						Cash	00018481					624.34-	AA						
PN	9204846			10/04/19	00105	IRS-TAX PAYMENT	54188				1,968.85-							D	
T7	497457	00105	001	10/04/19		100119115622114	636001408	Payroll Taxes											
						Cash	00018481					1,968.85-	AA						
PN	9204846			10/04/19	00105	IRS-TAX PAYMENT	54188				4,183.90-							D	
T7	497458	00105	001	10/04/19		100119115622115	636001408	Payroll Taxes											

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken							
						Cash	00018481			4,183.90-	AA				
PN	9204846			10/04/19	00106	IRS-TAX PAYMENT	54188	93.91-					D		
T7	497459	00106	001	10/04/19		100119115622116	636001408 Payroll Taxes								
						Cash	00018481			93.91-	AA				
PN	9204846			10/04/19	00106	IRS-TAX PAYMENT	54188	820.30-					D		
T7	497460	00106	001	10/04/19		100119115622117	636001408 Payroll Taxes								
						Cash	00018481			820.30-	AA				
PN	9204846			10/04/19	00109	IRS-TAX PAYMENT	54188	1,079.58-					D		
T7	497461	00109	001	10/04/19		100119115622118	636001408 Payroll Taxes								
						Cash	00018481			1,079.58-	AA				
PN	9204846			10/04/19	00109	IRS-TAX PAYMENT	54188	2,199.18-					D		
T7	497462	00109	001	10/04/19		100119115622119	636001408 Payroll Taxes								
						Cash	00018481			2,199.18-	AA				
PN	9204846			10/04/19	00111	IRS-TAX PAYMENT	54188	17,730.13-					D		
T7	497464	00111	001	10/04/19		100119115622120	636001408 Payroll Taxes								
						Cash	00018481			17,730.13-	AA				
PN	9204846			10/04/19	00111	IRS-TAX PAYMENT	54188	34,568.44-					D		
T7	497465	00111	001	10/04/19		100119115622121	636001408 Payroll Taxes								
						Cash	00018481			34,568.44-	AA				
PN	9204846			10/04/19	00120	IRS-TAX PAYMENT	54188	5,204.41-					D		
T7	497466	00120	001	10/04/19		100119115622122	636001408 Payroll Taxes								
						Cash	00018481			5,204.41-	AA				
PN	9204846			10/04/19	00120	IRS-TAX PAYMENT	54188	10,599.44-					D		
T7	497467	00120	001	10/04/19		100119115622123	636001408 Payroll Taxes								

Document				Date	Co.	Name	Address	Number	Amounts		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Account Number	Payment Amount	G/L						
Voucher				Voucher		Account Description			Discount Taken	Distribution						
						Cash		00018481		10,599.44-	AA					
PN	9204846			10/04/19	00140	IRS-TAX PAYMENT		54188	765.29-				D			
T7	497468	00140	001	10/04/19		100119115622124		636001408 Payroll Taxes								
						Cash		00018481		765.29-	AA					
PN	9204846			10/04/19	00140	IRS-TAX PAYMENT		54188	1,764.96-				D			
T7	497469	00140	001	10/04/19		100119115622125		636001408 Payroll Taxes								
						Cash		00018481		1,764.96-	AA					
PN	9204846			10/04/19	00143	IRS-TAX PAYMENT		54188	3,227.70-				D			
T7	497470	00143	001	10/04/19		100119115622126		636001408 Payroll Taxes								
						Cash		00018481		3,227.70-	AA					
PN	9204846			10/04/19	00143	IRS-TAX PAYMENT		54188	7,469.20-				D			
T7	497471	00143	001	10/04/19		100119115622127		636001408 Payroll Taxes								
						Cash		00018481		7,469.20-	AA					
PN	9204846			10/04/19	00144	IRS-TAX PAYMENT		54188	1,739.19-				D			
T7	497472	00144	001	10/04/19		100119115622128		636001408 Payroll Taxes								
						Cash		00018481		1,739.19-	AA					
PN	9204846			10/04/19	00144	IRS-TAX PAYMENT		54188	3,942.46-				D			
T7	497473	00144	001	10/04/19		100119115622129		636001408 Payroll Taxes								
						Cash		00018481		3,942.46-	AA					
PN	9204846			10/04/19	00146	IRS-TAX PAYMENT		54188	292.82-				D			
T7	497475	00146	001	10/04/19		100119115622130		636001408 Payroll Taxes								
						Cash		00018481		292.82-	AA					
PN	9204846			10/04/19	00146	IRS-TAX PAYMENT		54188	486.00-				D			
T7	497476	00146	001	10/04/19		100119115622131		636001408 Payroll Taxes								

..... Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		486.00-	AA				
PN	9204846			10/04/19	00510	IRS-TAX PAYMENT	54188	5,205.06-				D		
T7	497477	00510	001	10/04/19		100119115622132	636001408 Payroll Taxes							
						Cash	00018481		5,205.06-	AA				
PN	9204846			10/04/19	00510	IRS-TAX PAYMENT	54188	9,766.28-				D		
T7	497478	00510	001	10/04/19		100119115622133	636001408 Payroll Taxes							
						Cash	00018481		9,766.28-	AA				
PN	9204846			10/04/19	00511	IRS-TAX PAYMENT	54188	6,112.77-				D		
T7	497479	00511	001	10/04/19		100119115622134	636001408 Payroll Taxes							
						Cash	00018481		6,112.77-	AA				
PN	9204846			10/04/19	00511	IRS-TAX PAYMENT	54188	14,075.66-				D		
T7	497480	00511	001	10/04/19		100119115622135	636001408 Payroll Taxes							
						Cash	00018481		14,075.66-	AA				
PN	9204846			10/04/19	00740	IRS-TAX PAYMENT	54188	53.69-				D		
T7	497481	00740	001	10/04/19		100119115622136	636001408 Payroll Taxes							
						Cash	00018481		53.69-	AA				
PN	9204846			10/04/19	00740	IRS-TAX PAYMENT	54188	161.24-				D		
T7	497482	00740	001	10/04/19		100119115622137	636001408 Payroll Taxes							
						Cash	00018481		161.24-	AA				
Totals for Bank Account								221,203.49-	221,203.49-					
Totals for Batch								221,203.49-	221,203.49-					
User Total								221,203.49-	221,203.49-					

..... Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L				
					Voucher		Account Description	Account Number	Discount Taken	Distribution				
							Cash	00018481		175.00-	AA			
PN	9204848				10/04/19	00109	IRS-TAX PAYMENT	54188	229.50-			D		
T7	497789	00109	001		10/04/19		10011914320922	636001408 Payroll Taxes						
							Cash	00018481		229.50-	AA			
PN	9204848				10/04/19	00111	IRS-TAX PAYMENT	54188	5,836.96-			D		
T7	497790	00111	001		10/04/19		10011914320923	636001408 Payroll Taxes						
							Cash	00018481		5,836.96-	AA			
PN	9204848				10/04/19	00111	IRS-TAX PAYMENT	54188	12,393.00-			D		
T7	497791	00111	001		10/04/19		10011914320924	636001408 Payroll Taxes						
							Cash	00018481		12,393.00-	AA			
PN	9204848				10/04/19	00120	IRS-TAX PAYMENT	54188	2,069.17-			D		
T7	497792	00120	001		10/04/19		10011914320925	636001408 Payroll Taxes						
							Cash	00018481		2,069.17-	AA			
PN	9204848				10/04/19	00120	IRS-TAX PAYMENT	54188	4,131.00-			D		
T7	497793	00120	001		10/04/19		10011914320926	636001408 Payroll Taxes						
							Cash	00018481		4,131.00-	AA			
PN	9204848				10/04/19	00140	IRS-TAX PAYMENT	54188	493.23-			D		
T7	497794	00140	001		10/04/19		10011914320927	636001408 Payroll Taxes						
							Cash	00018481		493.23-	AA			
PN	9204848				10/04/19	00140	IRS-TAX PAYMENT	54188	994.50-			D		
T7	497795	00140	001		10/04/19		10011914320928	636001408 Payroll Taxes						
							Cash	00018481		994.50-	AA			
PN	9204848				10/04/19	00143	IRS-TAX PAYMENT	54188	1,109.61-			D		
T7	497796	00143	001		10/04/19		10011914320929	636001408 Payroll Taxes						

Document				Date	Co.	Name	Address Number	Amounts						
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		1,109.61-	AA				
PN	9204848			10/04/19	00143	IRS-TAX PAYMENT	54188	2,754.00-					D	
T7	497798	00143	001	10/04/19		10011914320930	636001408 Payroll Taxes							
						Cash	00018481		2,754.00-	AA				
PN	9204848			10/04/19	00144	IRS-TAX PAYMENT	54188	385.16-					D	
T7	497799	00144	001	10/04/19		10011914320931	636001408 Payroll Taxes							
						Cash	00018481		385.16-	AA				
PN	9204848			10/04/19	00144	IRS-TAX PAYMENT	54188	1,071.00-					D	
T7	497800	00144	001	10/04/19		10011914320932	636001408 Payroll Taxes							
						Cash	00018481		1,071.00-	AA				
PN	9204848			10/04/19	00146	IRS-TAX PAYMENT	54188	35.38-					D	
T7	497801	00146	001	10/04/19		10011914320933	636001408 Payroll Taxes							
						Cash	00018481		35.38-	AA				
PN	9204848			10/04/19	00146	IRS-TAX PAYMENT	54188	76.50-					D	
T7	497802	00146	001	10/04/19		10011914320934	636001408 Payroll Taxes							
						Cash	00018481		76.50-	AA				
PN	9204848			10/04/19	00510	IRS-TAX PAYMENT	54188	1,797.53-					D	
T7	497803	00510	001	10/04/19		10011914320935	636001408 Payroll Taxes							
						Cash	00018481		1,797.53-	AA				
PN	9204848			10/04/19	00510	IRS-TAX PAYMENT	54188	3,748.50-					D	
T7	497804	00510	001	10/04/19		10011914320936	636001408 Payroll Taxes							
						Cash	00018481		3,748.50-	AA				
PN	9204848			10/04/19	00511	IRS-TAX PAYMENT	54188	2,430.32-					D	
T7	497805	00511	001	10/04/19		10011914320937	636001408 Payroll Taxes							

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..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		2,430.32-	AA				
PN	9204848			10/04/19	00511	IRS-TAX PAYMENT	54188	5,355.00-				D		
T7	497806	00511	001	10/04/19		10011914320938	636001408 Payroll Taxes							
						Cash	00018481		5,355.00-	AA				
Totals for Bank Account								79,579.96-	79,579.96-					
Totals for Batch								79,579.96-	79,579.96-					
User Total								79,579.96-	79,579.96-					
Grand Total								79,579.96-	79,579.96-					

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number	2846803	Type	M	Date	10/2/2019	User ID	SGRANT
PN	9204849			10/2/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				249,146.12-		D	
PV	497814	00001	001	10/2/2019		10012019	PAYROLL; 10/4/19							
						Cash	00018481					249,146.12-	AA	
PN	9204849			10/2/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				137,083.68-		D	
PV	497814	00001	002	10/2/2019		10012019	PAYROLL; 10/4/19							
						Cash	00018481					137,083.68-	AA	
PN	9204849			10/2/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				10,438.84-		D	
PV	497814	00001	003	10/2/2019		10012019	PAYROLL; 10/4/19							
						Cash	00018481					10,438.84-	AA	
PN	9204849			10/2/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				298,730.64-		D	
PV	497814	00001	004	10/2/2019		10012019	PAYROLL; 10/4/19							
						Cash	00018481					298,730.64-	AA	
PN	9204849			10/2/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				154,107.00-		D	
PV	497814	00001	005	10/2/2019		10012019	PAYROLL; 10/4/19							
						Cash	00018481					154,107.00-	AA	
PN	9204849			10/2/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				12,221.62-		D	
PV	497814	00001	006	10/2/2019		10012019	PAYROLL; 10/4/19							
						Cash	00018481					12,221.62-	AA	
Totals for Bank Account								861,727.90-				861,727.90-		
Totals for Batch								861,727.90-				861,727.90-		
User Total								861,727.90-				861,727.90-		

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken		Date	10/2/2019							User ID	RBENSON
G/L Bank Account 00018481						Cash	Batch Number	2846811	Type	M							
PN	9204850			10/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,343.40-				D	
PV	497817	00790	001	10/2/2019		42257 999 092719	WEEK: 09/23/19-09/27/19										
						Cash	00018481					1,343.40-		AA			
PN	9204850			10/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,542.20-				D	
PV	497817	00790	002	10/2/2019		42257 999 092719	WEEK: 09/23/19-09/27/19										
						Cash	00018481					2,542.20-		AA			
PN	9204850			10/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					106.00-				D	
PV	497817	00790	003	10/2/2019		42257 999 092719	WEEK: 09/23/19-09/27/19										
						Cash	00018481					106.00-		AA			
PN	9204850			10/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					478.99-				D	
PV	497817	00790	004	10/2/2019		42257 999 092719	WEEK: 09/23/19-09/27/19										
						Cash	00018481					478.99-		AA			
PN	9204850			10/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					89,587.82-				D	
PV	497817	00790	005	10/2/2019		42257 999 092719	WEEK: 09/23/19-09/27/19										
						Cash	00018481					89,587.82-		AA			
PN	9204850			10/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					9,706.51-				D	
PV	497817	00790	006	10/2/2019		42257 999 092719	WEEK: 09/23/19-09/27/19										
						Cash	00018481					9,706.51-		AA			
PN	9204850			10/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					743.01-				D	
PV	497817	00790	007	10/2/2019		42257 999 092719	WEEK: 09/23/19-09/27/19										
						Cash	00018481					743.01-		AA			
Totals for Bank Account								104,507.93-		104,507.93-							

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Baldwin County Commission
Manual Payment Journal

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..... Document				Date	Co.	Name	Address Number Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Totals for Batch								104,507.93-	104,507.93-						
User Total								104,507.93-	104,507.93-						
Grand Total								104,507.93-	104,507.93-						

Document				Date	Co.	Name	Address Number	Amounts									
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken			G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount	
G/L Bank Account			00018481			Cash	Batch Number	2846813	Type	M	Date	10/2/2019	User ID	RBENSON			
PN	9204851			10/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					38,510.70-		D			
PV	497818	00790	001	10/2/2019		42257-999 100119	PERIOD: 10/01/19-11/01/19										
						Cash	00018481					38,510.70-	AA				
Totals for Bank Account								38,510.70-			38,510.70-						
Totals for Batch								38,510.70-			38,510.70-						
User Total								38,510.70-			38,510.70-						
Grand Total								38,510.70-			38,510.70-						

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
10441	A.C.C.A.W.C.S.I.F. **		00001	106,119.10		106,119.10
19003	NORTH BALDWIN UTILITIES		00001	1,823.49		1,823.49
19031	ROBERTSDALE, CITY OF (UTILITIE		00001	29,683.17		29,683.17
48004	BAY MINETTE POSTMASTER		00001	235.00		235.00
51003	RIVIERA UTILITIES		00001	242.77		242.77
	General Fund		00001	138,103.53		138,103.53
10441	A.C.C.A.W.C.S.I.F. **		00103	1,606.07		1,606.07
	County Transportation Fund		00103	1,606.07		1,606.07
10441	A.C.C.A.W.C.S.I.F. **		00104	233.39		233.39
19003	NORTH BALDWIN UTILITIES		00104	85.26		85.26
	Legislative Del Off Fund		00104	318.65		318.65
10441	A.C.C.A.W.C.S.I.F. **		00105	24,648.13		24,648.13
19003	NORTH BALDWIN UTILITIES		00105	664.94		664.94
	Juvenile Detention Fac Fund		00105	25,313.07		25,313.07
10441	A.C.C.A.W.C.S.I.F. **		00106	648.75		648.75
	Baldwin Co Archives Fund		00106	648.75		648.75
10441	A.C.C.A.W.C.S.I.F. **		00109	9,534.93		9,534.93
19021	FAIRHOPE, CITY OF (UTILITIES)		00109	512.92		512.92
	Animal Shelter		00109	10,047.85		10,047.85
10441	A.C.C.A.W.C.S.I.F. **		00111	269,934.18		269,934.18
14005	BALDWIN EMC	251 9890118	00111	452.00		452.00
19003	NORTH BALDWIN UTILITIES		00111	992.98		992.98
51003	RIVIERA UTILITIES		00111	148.87		148.87
57007	SILVERHILL, TOWN OF (UTILITIES		00111	99.22		99.22
	7 Cent Gasoline Tax Fund		00111	271,627.25		271,627.25
10441	A.C.C.A.W.C.S.I.F. **		00120	23,551.97		23,551.97
	Reappraisal Fund		00120	23,551.97		23,551.97
10441	A.C.C.A.W.C.S.I.F. **		00140	2,197.94		2,197.94
57069	LOXLEY, TOWN OF (UTILITIES)		00140	26.49		26.49
	Council on Aging Fund		00140	2,224.43		2,224.43
10441	A.C.C.A.W.C.S.I.F. **		00143	53,010.38		53,010.38
19031	ROBERTSDALE, CITY OF (UTILITIE		00143	1,271.00		1,271.00
	Section 18 Fund		00143	54,281.38		54,281.38
10441	A.C.C.A.W.C.S.I.F. **		00144	18,566.38		18,566.38
48197	PERDIDO BAY WATER, SEWER, FIRE	251 9875816	00144	18.72		18.72
51003	RIVIERA UTILITIES		00144	254.72		254.72
57007	SILVERHILL, TOWN OF (UTILITIES		00144	55.33		55.33
	Parks Fund		00144	18,895.15		18,895.15
10441	A.C.C.A.W.C.S.I.F. **		00146	155.42		155.42
	Eastern Shore Metro Planning O		00146	155.42		155.42

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
10441	A.C.C.A.W.C.S.I.F. **		00510	101,246.97		101,246.97
14005	BALDWIN EMC	251 9890118	00510	478.00		478.00
19003	NORTH BALDWIN UTILITIES		00510	642.94		642.94
19021	FAIRHOPE, CITY OF (UTILITIES)		00510	71.08		71.08
57069	LOXLEY, TOWN OF (UTILITIES)		00510	272.25		272.25
	Solid Waste Fund		00510	102,711.24		102,711.24
10441	A.C.C.A.W.C.S.I.F. **		00511	140,125.90		140,125.90
191218	URBAN, STEVEN & ALANA B (R)		00511	89.30		89.30
191219	YOUNG, TRINICE E & JAMES C (R)		00511	78.00		78.00
191220	HELMS, ERIC (R)		00511	135.50		135.50
191221	CARTER, PETER & KELLY (R)		00511	96.00		96.00
191222	CRUZ, BERNADINA (R)		00511	78.00		78.00
191223	DUNAWAY, HELEN (R)		00511	96.00		96.00
191224	MCGHEE, CARLEE (R)		00511	176.00		176.00
191225	MCDONALD, MELANIE A & JIM (R)		00511	94.00		94.00
191226	TAYLOR, KELLY S (R)		00511	72.00		72.00
191227	GARCIA, DAVID (R)		00511	206.00		206.00
191228	ARMSTRONG, J.R. (R)		00511	72.00		72.00
	Solid Waste Collection Fund		00511	141,318.70		141,318.70
19031	ROBERTSDALE, CITY OF (UTILITIE		00708	963.83		963.83
	Community Corrections		00708	963.83		963.83
191273	BRAGG, JOSEPH R		00720	3,000.00		3,000.00
	Excess From Land Sales Fund		00720	3,000.00		3,000.00
111448	DAVIDSON, SANDRA		00725	1,780.48		1,780.48
130681	PRESCOTT, JEAN MARC	334 830-0258	00725	650.38		650.38
174019	AUSTILL, JERE III	251 6267972	00725	5,311.70		5,311.70
	Land Redemption Fund		00725	7,742.56		7,742.56
19031	ROBERTSDALE, CITY OF (UTILITIE		00790	206.00		206.00
	Self Insurance Trust		00790	206.00		206.00
Grand Total(s)			00790	802,715.85		802,715.85

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,848.71	4,848.71		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,556.51	3,556.51		
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	347.08	347.08		
112221	WISE, JODY L CIRCUIT CLERK		00001	248.17	248.17		
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,478.50	4,478.50		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	161,785.00	161,785.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00001	52.50	52.50		
	General Fund		00001	175,684.77	175,684.77		
717	FLEXIBLE BENEFITS	251 9370264	00103	41.67	41.67		
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00		
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00103	2,362.00	2,362.00		
	County Transportation Fund		00103	2,467.67	2,467.67		
112221	WISE, JODY L CIRCUIT CLERK		00104	105.07	105.07		
180373	BALDWIN CNTY COMMISSION - DENT		00104	34.50	34.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00104	1,484.00	1,484.00		
	Legislative Del Off Fund		00104	1,623.57	1,623.57		
717	FLEXIBLE BENEFITS	251 9370264	00105	87.08	87.08		
40627	NATIONWIDE RETIREMENT SOLUTION		00105	103.00	103.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	272.77	272.77		
180373	BALDWIN CNTY COMMISSION - DENT		00105	372.00	372.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00105	13,050.00	13,050.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00105	10.00	10.00		
	Juvenile Detention Fac Fund		00105	13,894.85	13,894.85		
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17		
180373	BALDWIN CNTY COMMISSION - DENT		00106	99.50	99.50		
184047	O'BRIEN, DANIEL		00106	252.92	252.92		
186456	BALDWIN CNTY COMMISSION - HEAL		00106	3,331.50	3,331.50		
	Baldwin Co Archives Fund		00106	3,763.09	3,763.09		
40627	NATIONWIDE RETIREMENT SOLUTION		00109	40.00	40.00		
180373	BALDWIN CNTY COMMISSION - DENT		00109	190.50	190.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00109	7,007.50	7,007.50		
	Animal Shelter		00109	7,238.00	7,238.00		
717	FLEXIBLE BENEFITS	251 9370264	00111	1,509.36	1,509.36		
40627	NATIONWIDE RETIREMENT SOLUTION		00111	3,580.00	3,580.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	700.75	700.75		
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,731.00	2,731.00		
184047	O'BRIEN, DANIEL		00111	44.30	44.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	107,042.50	107,042.50		

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
188062	BALDWIN CNTY COMMISSION - BOOT		00111	55.00	55.00		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	115,856.75	115,856.75		
717	FLEXIBLE BENEFITS	251 9370264	00120	948.29	948.29		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	735.00	735.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	804.50	804.50		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	29,501.00	29,501.00		
	Reappraisal Fund		00120	32,326.63	32,326.63		
717	FLEXIBLE BENEFITS	251 9370264	00140	237.50	237.50		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	8,084.00	8,084.00		
	Council on Aging Fund		00140	8,565.50	8,565.50		
717	FLEXIBLE BENEFITS	251 9370264	00143	714.58	714.58		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	365.00	365.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	800.50	800.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	26,643.50	26,643.50		
	Section 18 Fund		00143	28,523.58	28,523.58		
717	FLEXIBLE BENEFITS	251 9370264	00144	12.50	12.50		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	90.00	90.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	336.46	336.46		
180373	BALDWIN CNTY COMMISSION - DENT		00144	346.50	346.50		
184047	O'BRIEN, DANIEL		00144	423.69	423.69		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	11,716.50	11,716.50		
	Parks Fund		00144	12,925.65	12,925.65		
717	FLEXIBLE BENEFITS	251 9370264	00146	62.50	62.50		
180373	BALDWIN CNTY COMMISSION - DENT		00146	45.50	45.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	2,362.00	2,362.00		
	Eastern Shore Metro Planning O		00146	2,470.00	2,470.00		
717	FLEXIBLE BENEFITS	251 9370264	00510	826.41	826.41		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	124.50	124.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	710.50	710.50		
184047	O'BRIEN, DANIEL		00510	140.76	140.76		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	28,428.00	28,428.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	22.50	22.50		
	Solid Waste Fund		00510	30,252.67	30,252.67		
717	FLEXIBLE BENEFITS	251 9370264	00511	764.78	764.78		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,167.00	1,167.00		

..... Supplier .....			..... Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
186456	BALDWIN CNTY COMMISSION - HEAL		00511	45,413.00	45,413.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00511	12.50	12.50		
	Solid Waste Collection Fund		00511	48,358.28	48,358.28		
Grand Total(s)			00511	483,951.01	483,951.01		

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..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		118.05-	AA				
PN	9204854			10/7/2019	00001	RETIREMENT SYSTEMS OF AL	51059	38,241.78-					D	
T7	497690	00001	001	10/4/2019		10011911562281	RSA FOR PPE 09/29/19							
						Cash	00018481		38,241.78-	AA				
PN	9204854			10/7/2019	00001	RETIREMENT SYSTEMS OF AL	51059	10,410.14-					D	
T7	497691	00001	001	10/4/2019		10011911562282	RSA FOR PPE 09/29/19							
						Cash	00018481		10,410.14-	AA				
PN	9204854			10/7/2019	00103	RETIREMENT SYSTEMS OF AL	51059	346.63-					D	
T7	497692	00103	001	10/4/2019		10011911562283	RSA FOR PPE 09/29/19							
						Cash	00018481		346.63-	AA				
PN	9204854			10/7/2019	00104	RETIREMENT SYSTEMS OF AL	51059	167.29-					D	
T7	497693	00104	001	10/4/2019		10011911562284	RSA FOR PPE 09/29/19							
						Cash	00018481		167.29-	AA				
PN	9204854			10/7/2019	00104	RETIREMENT SYSTEMS OF AL	51059	336.00-					D	
T7	497694	00104	001	10/4/2019		10011911562285	RSA FOR PPE 09/29/19							
						Cash	00018481		336.00-	AA				
PN	9204854			10/7/2019	00105	RETIREMENT SYSTEMS OF AL	51059	2,860.48-					D	
T7	497695	00105	001	10/4/2019		10011911562286	RSA FOR PPE 09/29/19							
						Cash	00018481		2,860.48-	AA				
PN	9204854			10/7/2019	00105	RETIREMENT SYSTEMS OF AL	51059	925.87-					D	
T7	497696	00105	001	10/4/2019		10011911562287	RSA FOR PPE 09/29/19							
						Cash	00018481		925.87-	AA				
PN	9204854			10/7/2019	00106	RETIREMENT SYSTEMS OF AL	51059	420.52-					D	
T7	497697	00106	001	10/4/2019		10011911562288	RSA FOR PPE 09/29/19							

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		420.52-	AA				
PN	9204854			10/7/2019	00106	RETIREMENT SYSTEMS OF AL	51059	314.20-				D		
T7	497698	00106	001	10/4/2019		10011911562289	RSA FOR PPE 09/29/19							
						Cash	00018481		314.20-	AA				
PN	9204854			10/7/2019	00109	RETIREMENT SYSTEMS OF AL	51059	576.77-				D		
T7	497700	00109	001	10/4/2019		10011911562290	RSA FOR PPE 09/29/19							
						Cash	00018481		576.77-	AA				
PN	9204854			10/7/2019	00109	RETIREMENT SYSTEMS OF AL	51059	1,225.07-				D		
T7	497701	00109	001	10/4/2019		10011911562291	RSA FOR PPE 09/29/19							
						Cash	00018481		1,225.07-	AA				
PN	9204854			10/7/2019	00111	RETIREMENT SYSTEMS OF AL	51059	20,820.47-				D		
T7	497702	00111	001	10/4/2019		10011911562292	RSA FOR PPE 09/29/19							
						Cash	00018481		20,820.47-	AA				
PN	9204854			10/7/2019	00111	RETIREMENT SYSTEMS OF AL	51059	9,132.66-				D		
T7	497703	00111	001	10/4/2019		10011911562293	RSA FOR PPE 09/29/19							
						Cash	00018481		9,132.66-	AA				
PN	9204854			10/7/2019	00120	RETIREMENT SYSTEMS OF AL	51059	7,064.72-				D		
T7	497704	00120	001	10/4/2019		10011911562294	RSA FOR PPE 09/29/19							
						Cash	00018481		7,064.72-	AA				
PN	9204854			10/7/2019	00120	RETIREMENT SYSTEMS OF AL	51059	2,388.87-				D		
T7	497705	00120	001	10/4/2019		10011911562295	RSA FOR PPE 09/29/19							
						Cash	00018481		2,388.87-	AA				
PN	9204854			10/7/2019	00140	RETIREMENT SYSTEMS OF AL	51059	1,406.62-				D		
T7	497706	00140	001	10/4/2019		10011911562296	RSA FOR PPE 09/29/19							

..... Document				Date	Co.	Name	Address Number	Amounts							Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type		
						Cash	00018481		1,406.62-	AA					
PN	9204854			10/7/2019	00140	RETIREMENT SYSTEMS OF AL	51059	193.31-					D		
T7	497707	00140	001	10/4/2019		10011911562297	RSA FOR PPE 09/29/19								
						Cash	00018481		193.31-	AA					
PN	9204854			10/7/2019	00143	RETIREMENT SYSTEMS OF AL	51059	4,144.91-					D		
T7	497708	00143	001	10/4/2019		10011911562298	RSA FOR PPE 09/29/19								
						Cash	00018481		4,144.91-	AA					
PN	9204854			10/7/2019	00143	RETIREMENT SYSTEMS OF AL	51059	2,311.38-					D		
T7	497709	00143	001	10/4/2019		10011911562299	RSA FOR PPE 09/29/19								
						Cash	00018481		2,311.38-	AA					
PN	9204854			10/7/2019	00001	RETIREMENT SYSTEMS OF AL	51059	.35					D		
PD	498335	00001	001	10/7/2019		9292019	RSA PPE 09/29/19								
						Cash	00018481		.35	AA					
Totals for Bank Account								127,230.07-	127,230.07-						
Totals for Batch								127,230.07-	127,230.07-						
User Total								127,230.07-	127,230.07-						
Grand Total								127,230.07-	127,230.07-						

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number	2846882	Type	M	Date	10/7/2019	User ID	RBENSON
PN	9204855			10/7/2019	00001	C/O RETIREMENT SYSTEMS OF AL	8889	890.00-					D	
T7	497518	00001	001	10/4/2019		10011911562217	RSA1 PPE 09/29/19							
						Cash	00018481					890.00-	AA	
PN	9204855			10/7/2019	00111	C/O RETIREMENT SYSTEMS OF AL	8889	62.00-					D	
T7	497529	00111	001	10/4/2019		10011911562218	RSA1 PPE 09/29/19							
						Cash	00018481					62.00-	AA	
PN	9204855			10/7/2019	00120	C/O RETIREMENT SYSTEMS OF AL	8889	290.00-					D	
T7	497540	00120	001	10/4/2019		10011911562219	RSA1 PPE 09/29/19							
						Cash	00018481					290.00-	AA	
PN	9204855			10/7/2019	00140	C/O RETIREMENT SYSTEMS OF AL	8889	110.00-					D	
T7	497552	00140	001	10/4/2019		10011911562220	RSA1 PPE 09/29/19							
						Cash	00018481					110.00-	AA	
PN	9204855			10/7/2019	00143	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-					D	
T7	497563	00143	001	10/4/2019		10011911562221	RSA1 PPE 09/29/19							
						Cash	00018481					25.00-	AA	
PN	9204855			10/7/2019	00146	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-					D	
T7	497574	00146	001	10/4/2019		10011911562222	RSA1 PPE 09/29/19							
						Cash	00018481					25.00-	AA	
PN	9204855			10/7/2019	00510	C/O RETIREMENT SYSTEMS OF AL	8889	10.00-					D	
T7	497585	00510	001	10/4/2019		10011911562223	RSA1 PPE 09/29/19							
						Cash	00018481					10.00-	AA	
PN	9204855			10/7/2019	00511	C/O RETIREMENT SYSTEMS OF AL	8889	50.00-					D	
T7	497596	00511	001	10/4/2019		10011911562224	RSA1 PPE 09/29/19							

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Baldwin County Commission
Manual Payment Journal

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..... Document				Date	Co.	Name	Address Number Amounts								
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
					Voucher		Account Description	Account Number	Discount Taken	Distribution						
						Cash		00018481		50.00-	AA					
							Totals for Bank Account		1,462.00-	1,462.00-						
							Totals for Batch		1,462.00-	1,462.00-						
							User Total		1,462.00-	1,462.00-						
							Grand Total		1,462.00-	1,462.00-						

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
14397	AT&T MOBILITY (WIRELESS) **		00001	86.06		86.06
54257	FRONTIER COMMUNICATIONS		00001	14.70		14.70
62367	SOUTHERN LINC WIRELESS		00001	210.98		210.98
152240	VERIZON WIRELESS **		00001	6,506.00		6,506.00
186412	AL STATE DEPT OF FINANCE-CRAFT		00001	78.00		78.00
	General Fund		00001	6,895.74		6,895.74
152240	VERIZON WIRELESS **		00104	86.70		86.70
	Legislative Del Off Fund		00104	86.70		86.70
14397	AT&T MOBILITY (WIRELESS) **		00105	77.60		77.60
152240	VERIZON WIRELESS **		00105	173.40		173.40
	Juvenile Detention Fac Fund		00105	251.00		251.00
152240	VERIZON WIRELESS **		00106	86.70		86.70
	Baldwin Co Archives Fund		00106	86.70		86.70
152240	VERIZON WIRELESS **		00109	656.58		656.58
	Animal Shelter		00109	656.58		656.58
14397	AT&T MOBILITY (WIRELESS) **		00111	36.43		36.43
62367	SOUTHERN LINC WIRELESS		00111	2,622.34		2,622.34
152240	VERIZON WIRELESS **		00111	3,090.42		3,090.42
	7 Cent Gasoline Tax Fund		00111	5,749.19		5,749.19
152240	VERIZON WIRELESS **		00120	1,110.31		1,110.31
	Reappraisal Fund		00120	1,110.31		1,110.31
152240	VERIZON WIRELESS **		00140	170.06		170.06
	Council on Aging Fund		00140	170.06		170.06
62367	SOUTHERN LINC WIRELESS		00143	1,413.90		1,413.90
152240	VERIZON WIRELESS **		00143	3,239.01		3,239.01
	Section 18 Fund		00143	4,652.91		4,652.91
62367	SOUTHERN LINC WIRELESS		00144	369.58		369.58
152240	VERIZON WIRELESS **		00144	313.45		313.45
	Parks Fund		00144	683.03		683.03
152240	VERIZON WIRELESS **		00146	86.70		86.70
	Eastern Shore Metro Planning O		00146	86.70		86.70
62367	SOUTHERN LINC WIRELESS		00510	783.68		783.68
152240	VERIZON WIRELESS **		00510	555.19		555.19
	Solid Waste Fund		00510	1,338.87		1,338.87
62367	SOUTHERN LINC WIRELESS		00511	1,016.76		1,016.76
152240	VERIZON WIRELESS **		00511	1,538.46		1,538.46
	Solid Waste Collection Fund		00511	2,555.22		2,555.22
126615	OVERSTREET, FORREST S	251 9375751	00710	10.00		10.00
	Payroll Fund		00710	10.00		10.00
14397	AT&T MOBILITY (WIRELESS) **		00740	317.96		317.96

R04413

Baldwin County Commission
Open A/P Summary Report

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As Of 10/8/2019

.....Supplier.....		Aging.....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
152240	VERIZON WIRELESS **		00740	280.11			280.11
	Law Library Fund		00740	598.07			598.07
	Grand Total(s)		00740	24,931.08			24,931.08

[illegible]

Document				Date	Co.	Name	Address	Amounts							Tax
Ty	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Amount
				Voucher		Account Description	Account Number	Discount Taken	Distribution						
						Cash	00018481		886.35-	AA					
PN	9204858			10/8/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,252.20-					D		
PV	498423	00790	002	10/8/2019		42257 998 10042019	WEEK: 09/30/19-10/04/19								
						Cash	00018481		2,252.20-	AA					
PN	9204858			10/8/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	181.00-					D		
PV	498423	00790	003	10/8/2019		42257 998 10042019	WEEK: 09/30/19-10/04/19								
						Cash	00018481		181.00-	AA					
PN	9204858			10/8/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	398.35-					D		
PV	498423	00790	004	10/8/2019		42257 998 10042019	WEEK: 09/30/19-10/04/19								
						Cash	00018481		398.35-	AA					
PN	9204858			10/8/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	33,046.74-					D		
PV	498423	00790	005	10/8/2019		42257 998 10042019	WEEK: 09/30/19-10/04/19								
						Cash	00018481		33,046.74-	AA					
PN	9204858			10/8/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,990.06-					D		
PV	498423	00790	006	10/8/2019		42257 998 10042019	WEEK: 09/30/19-10/04/19								
						Cash	00018481		2,990.06-	AA					
Totals for Bank Account								146,534.64-	106,779.94-						
Totals for Batch								146,534.64-	106,779.94-						
User Total								146,534.64-	106,779.94-						
Grand Total								146,534.64-	106,779.94-						

..... Document				Date	Co.	Name	Address Number	..... Amounts						
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,703.30-	AA				
PN	9204856			10/11/19	00140	ALABAMA INCOME TAX DIVISION	10365	421.23-				D		
T7	495698	00140	45	09/06/19		0920199500045	37585							
						Cash	00018481		421.23-	AA				
PN	9204856			10/11/19	00143	ALABAMA INCOME TAX DIVISION	10365	1,845.52-				D		
T7	495699	00143	46	09/06/19		0920199500046	37585							
						Cash	00018481		1,845.52-	AA				
PN	9204856			10/11/19	00144	ALABAMA INCOME TAX DIVISION	10365	811.42-				D		
T7	495700	00144	47	09/06/19		0920199500047	37585							
						Cash	00018481		811.42-	AA				
PN	9204856			10/11/19	00146	ALABAMA INCOME TAX DIVISION	10365	125.97-				D		
T7	495701	00146	48	09/06/19		0920199500048	37585							
						Cash	00018481		125.97-	AA				
PN	9204856			10/11/19	00510	ALABAMA INCOME TAX DIVISION	10365	2,574.42-				D		
T7	495702	00510	49	09/06/19		0920199500049	37585							
						Cash	00018481		2,574.42-	AA				
PN	9204856			10/11/19	00511	ALABAMA INCOME TAX DIVISION	10365	3,493.36-				D		
T7	495704	00511	50	09/06/19		0920199500050	37585							
						Cash	00018481		3,493.36-	AA				
PN	9204856			10/11/19	00740	ALABAMA INCOME TAX DIVISION	10365	24.05-				D		
T7	495705	00740	51	09/06/19		0920199500051	37585							
						Cash	00018481		24.05-	AA				
PN	9204856			10/11/19	00001	ALABAMA INCOME TAX DIVISION	10365	1,437.85-				D		
T7	496235	00001	001	09/13/19		091019825252	37585 Payroll Taxes							

..... Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution						
						Cash	00018481		1,437.85-	AA					
PN	9204856			10/11/19	00001	ALABAMA INCOME TAX DIVISION	10365	13,597.13-					D		
T7	496633	00001	001	09/20/19		0917198222137	37585 Payroll Taxes								
						Cash	00018481		13,597.13-	AA					
PN	9204856			10/11/19	00103	ALABAMA INCOME TAX DIVISION	10365	84.46-					D		
T7	496634	00103	001	09/20/19		0917198222138	37585 Payroll Taxes								
						Cash	00018481		84.46-	AA					
PN	9204856			10/11/19	00104	ALABAMA INCOME TAX DIVISION	10365	160.91-					D		
T7	496635	00104	001	09/20/19		0917198222139	37585 Payroll Taxes								
						Cash	00018481		160.91-	AA					
PN	9204856			10/11/19	00105	ALABAMA INCOME TAX DIVISION	10365	1,110.06-					D		
T7	496637	00105	001	09/20/19		0917198222140	37585 Payroll Taxes								
						Cash	00018481		1,110.06-	AA					
PN	9204856			10/11/19	00106	ALABAMA INCOME TAX DIVISION	10365	173.89-					D		
T7	496638	00106	001	09/20/19		0917198222141	37585 Payroll Taxes								
						Cash	00018481		173.89-	AA					
PN	9204856			10/11/19	00109	ALABAMA INCOME TAX DIVISION	10365	496.11-					D		
T7	496639	00109	001	09/20/19		0917198222142	37585 Payroll Taxes								
						Cash	00018481		496.11-	AA					
PN	9204856			10/11/19	00111	ALABAMA INCOME TAX DIVISION	10365	8,420.36-					D		
T7	496640	00111	001	09/20/19		0917198222143	37585 Payroll Taxes								
						Cash	00018481		8,420.36-	AA					
PN	9204856			10/11/19	00120	ALABAMA INCOME TAX DIVISION	10365	2,765.41-					D		
T7	496641	00120	001	09/20/19		0917198222144	37585 Payroll Taxes								

..... Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution						
						Cash	00018481		2,765.41-	AA					
PN	9204856			10/11/19	00140	ALABAMA INCOME TAX DIVISION	10365	413.91-					D		
T7	496642	00140	001	09/20/19		0917198222145	37585 Payroll Taxes								
						Cash	00018481		413.91-	AA					
PN	9204856			10/11/19	00143	ALABAMA INCOME TAX DIVISION	10365	1,806.45-					D		
T7	496643	00143	001	09/20/19		0917198222146	37585 Payroll Taxes								
						Cash	00018481		1,806.45-	AA					
PN	9204856			10/11/19	00144	ALABAMA INCOME TAX DIVISION	10365	889.76-					D		
T7	496644	00144	001	09/20/19		0917198222147	37585 Payroll Taxes								
						Cash	00018481		889.76-	AA					
PN	9204856			10/11/19	00146	ALABAMA INCOME TAX DIVISION	10365	126.54-					D		
T7	496645	00146	001	09/20/19		0917198222148	37585 Payroll Taxes								
						Cash	00018481		126.54-	AA					
PN	9204856			10/11/19	00510	ALABAMA INCOME TAX DIVISION	10365	2,675.19-					D		
T7	496646	00510	001	09/20/19		0917198222149	37585 Payroll Taxes								
						Cash	00018481		2,675.19-	AA					
PN	9204856			10/11/19	00511	ALABAMA INCOME TAX DIVISION	10365	3,747.48-					D		
T7	496648	00511	001	09/20/19		0917198222150	37585 Payroll Taxes								
						Cash	00018481		3,747.48-	AA					
PN	9204856			10/11/19	00740	ALABAMA INCOME TAX DIVISION	10365	17.74-					D		
T7	496649	00740	001	09/20/19		0917198222151	37585 Payroll Taxes								
						Cash	00018481		17.74-	AA					
Totals for Bank Account								74,173.69-	74,173.69-						



Baldwin County Commission

Agenda Action Form

File #: 19-2192, **Version:** 1

Item #: GM1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

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

Submitted by: John Sedlack, Design Tech III

ITEM TITLE

2019 High Risk Rural Roads Program for Repair of Unshielded Bridge Ends - Resolution No. 2020-017 and Supplemental Funding Agreement

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute Resolution No. 2020-017 and Supplemental Agreement No. 1 to the High Risk Rural Roads Program Project (HRRRP) - Installation of Guard Rail and End Anchors Construction Agreement, (approved during the March 19, 2019, regular meeting) between the Baldwin County Commission and the Alabama Department of Transportation which includes additional construction costs of \$84,183.50 with 80% Federal Aid funding (\$67,346.80) and the remaining 20% (\$16,836.70) funded by Baldwin County.

BACKGROUND INFORMATION

Previous Commission action/date:

May 21, 2019: Approved Resolution #2019-089 for the repair of unshielded bridge ends at the following locations:

County Road 87 over Styx River
Scranage Road over Horseneck Creek
Hoyle Bryars Road over Interstate 65

March 19, 2019: Approved Resolution #2019-061 and a construction funding agreement between the Baldwin County Commission and the Alabama Department of Transportation to repair Unshielded Bridge Ends at the following locations for an estimated construction cost of \$184,870.00 with 90% funding (\$166,383.00) provided by the 2019 High Risk Rural Roads Program and the remaining 10% match (\$18,487.00) funded by Baldwin County:

County Road 87 over Styx River
Scranage Road over Horseneck Creek
Hoyle Bryars Road over Interstate 65

July 3, 2018: The Commission authorized the Chairman to send a letter of intent to the Alabama

Department of Transportation (ALDOT) for funding through the Fiscal Year 2019 High Risk Rural Roads (HRRR) Safety Program for guardrail and end anchor installation on Unshielded Bridge Ends at the following locations:

County Road 87 over Styx River
Scrannage Road over Horseneck Creek
Hoyle Bryars Road over Interstate 65

Background:

On January 11, 2019, Baldwin County was approved for the 2019 High Risk Rural Roads Program for Unshielded Bridge Ends (Project No. 02-064-18). There were three (3) bridge locations that met the requirements under the program. The Project estimate is \$184,870.00 with 90% (\$166,383.00) being reimbursed through the program and the remaining 10% (\$18,487.00) coming from County matching funds.

On September 27, 2019, bids were opened by the Alabama Department of Transportation. The low bid received was \$205,895.95. Due to limited funding in the High Risk Rural Roads Program, the additional funding needed (\$84,183.50) will be deducted from Baldwin County's Federal Aid Balance (\$67,346.80) and the remaining 20% match provided by Baldwin County (\$16,836.70).

Baldwin County's total matching funds required for the project is now \$35,323.70 which includes funds approved during the regular meeting on March 19, 2019.

FINANCIAL IMPACT

Total cost of recommendation: \$16,836.70

Budget line item(s) to be used: 0206418.5150

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No

Reviewed/approved by: N/A

Additional comments: Standard ALDOT Agreement

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Administration Staff have the Commission execute the resolution and agreement and return to Highway Department (John Sedlack) for submittal to the Alabama Department of Transportation.

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

Mail Correspondence contact:

Mr. D.E. Phillips, Jr., P.E.

State Local Transportation Engineer

Alabama Department of Transportation

1409 Coliseum Boulevard

Montgomery, Alabama 36110-2060

Additional instructions/notes: N/A

**`CONSTRUCTION
AGREEMENT
FOR A
HIGH RISK RURAL ROADS PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
BALDWIN COUNTY COMMISSION
Baldwin County**

**Project No. HRRR-0219(253)
County Project No. BCP 02-064-18
CPMS Ref# 100069560
Supplemental Agreement No. 1**

PART ONE (1): INTRODUCTION

This Supplemental Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Baldwin County Commission, Alabama, [REDACTED] hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the installation of end anchors and replacement of existing metal bridge rail at BINs 7773 (CR-87) and 11359 (Scranage Rd.) and installation of end anchors at BIN 8564 (Hoyle Rd.); Project# HRRR-0219(253); BCP 02-064-18; CPMS Ref# 100069560.

WHEREAS, the STATE and the COUNTY desire to amend the Agreement entered into on the 2nd day of May, 2019, by execution of this supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated May 2, 2019 be and the same is hereby amended in the following respect:

- A. Page 1, paragraph (A) of the foregoing Agreement is hereby amended to read as follows:
Project Funding: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the project will be limited to 90% Federal High Risk Rural Roads funds (HRRR) in the amount of \$166,383.00. Any deficiency in Federal HRRR funds or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds, unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible HRRR costs and 80% eligible County Federal Aid costs, whichever is less.

- B. Page 1, paragraph (B) of the foregoing Agreement is hereby amended to read as follows:

The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
HRRR Funds	\$ 166,383.00
FA Funds (FY 2018)	\$ 67,346.80
County Funds	\$ 35,323.70

TOTAL (Incl CE&I & Indirect Cost)	\$ 269,053.50

It is further understood that this is a cost reimbursement program, and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. All other and remaining terms of the original Agreement of May 2nd, 2019 shall remain the same.

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

ATTEST:

Baldwin County, Alabama

By: _____
County Administrator (Signature)

By: _____
As Chairman (Signature)

Type Name of County Administrator
(AFFIX SEAL)

Type Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

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

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED by the Baldwin County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, relating to a project for:

Installation of end anchors and replacement of existing metal bridge rail at BINs 7773 (CR-87) and 11359 (Scranage Rd.) and installation of end anchors at BIN 8564 (Hoyle Rd.); Project# HRRR-0219(253); BCP 02-064-18; CPMS Ref# 100069560.

A copy of the agreement has been submitted to the Commission, and the Commission hereby approves the agreement. The Commission hereby authorizes and directs that the agreement be executed in the name of the County, by the Chairman for and on its behalf and attested by the County Administrator, and the official seal of the County shall be affixed thereto.

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

I, the undersigned qualified and acting County Administrator of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Administrator's Office.

ATTESTED:

County Administrator

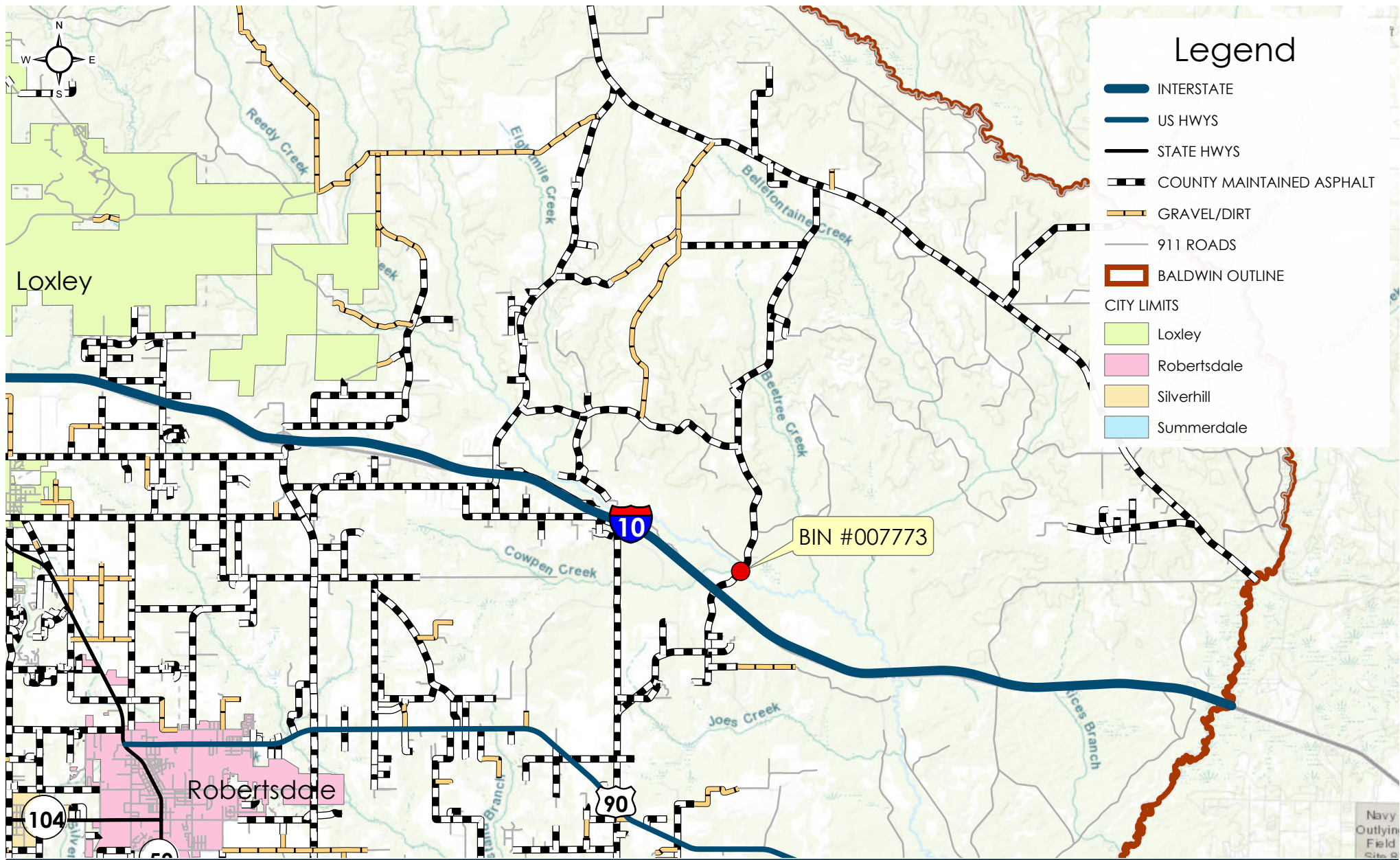
Chairman

_____ day of _____, 20____, and that such resolution is of record in the office of the County Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Administrator

(AFFIX SEAL)



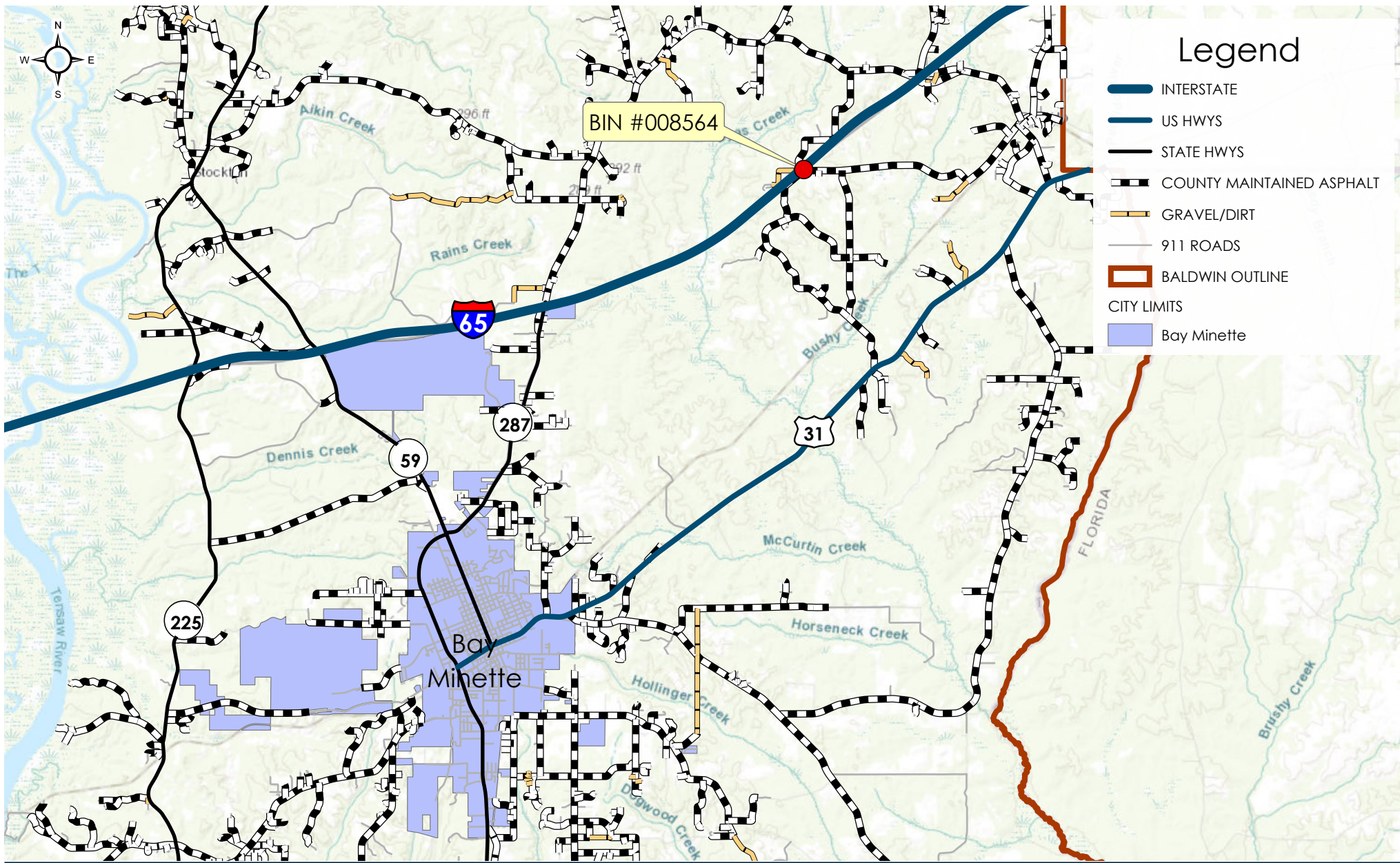
County Rd 87 Bridge over Styx River Guardrail Replacement - BIN #007773

Baldwin County
Highway Department 2018



0

8.5 Miles



Hoyle Bryars Rd over I-65 Guardrail Replacement - BIN #008564

Baldwin County
Highway Department 2018



0

8.5 Miles



Baldwin County Commission

Agenda Action Form

File #: 19-2181, **Version:** 1

Item #: GM2

Meeting Type: BCC Work Session

Meeting Date: 10/15/2019

Item Status: New

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

Submitted by: John Sedlack, Design Tech III

ITEM TITLE

2019 High Risk Rural Roads Program for Unshielded Bridge Ends - Bid Award and Warrant Payable

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Chairman to send a letter to the Alabama Department of Transportation (ALDOT) in concurrence of awarding the contract for the 2019 High Risk Rural Roads Program for Unshielded Bridge Ends to C&H Construction Services, LLC; and
- 2) Authorize the Clerk/Treasurer to process an interim check issued to ALDOT for County funds due in the amount of \$35,323.70.

BACKGROUND INFORMATION

Previous Commission action/date:

May 21, 2019: Approved Resolution #2019-089 for the repair of unshielded bridge ends at the following locations:

County Road 87 over Styx River
Scrannage Road over Horseneck Creek
Bryars Road over Interstate 65

March 19, 2019: Approved Resolution # 2019-061 and a construction funding agreement between the Baldwin County Commission and the Alabama Department of Transportation to repair Unshielded Bridge Ends at the following locations for an estimated construction cost of \$184,870.00 with 90% funding (\$166,383.00) provided by the 2019 High Risk Rural Roads Program and the remaining 10% match (\$18,487.00) funded by Baldwin County:

County Road 87 over Styx River
Scrannage Road over Horseneck Creek
Hoyle Bryars Road over Interstate 65.

July 3, 2018: The Commission authorized the Chairman to send a letter of intent to the Alabama Department of Transportation (ALDOT) for funding through the Fiscal Year 2019 High Risk Rural Roads (HRRR) Safety Program for guardrail and end anchor installation on Unshielded Bridge Ends at the following locations:

County Road 87 over Styx River
Scranage Road over Horseneck Creek
Hoyle Bryars Road over Interstate 65

Background:

On January 11, 2019, Baldwin County was approved for the 2019 High Risk Rural Roads Program for Unshielded Bridge Ends (Project No. 02-064-18). There were three (3) bridge locations that met the requirements under the program. The Project estimate is \$184,870.00 with 90% (\$166,383.00) being reimbursed through the program and the remaining 10% (\$18,487.00) coming from County matching funds.

On September 27, 2019, bids were opened by the Alabama Department of Transportation. The low bid received was \$205,895.95. Due to limited funding in the High Risk Rural Roads Program, the additional funding needed (\$84,183.50) will be deducted from Baldwin County's Federal Aid Balance (\$67,346.80) and the remaining 20% match provided by Baldwin County (\$16,836.70).

Baldwin County's total matching funds required for the project is now \$35,323.70 which includes funds approved during the regular meeting on March 19, 2019.

FINANCIAL IMPACT

Total cost of recommendation: \$35,323.70

Budget line item(s) to be used: 0206418.5150

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: N/A

Individual(s) responsible for follow up:

Administration Staff place concurrence letter on Commission letterhead. Clerk/Treasurer to process an interim check issued to ALDOT for County funds due in the amount of \$35,323.70.

Highway Department submit payment and supporting documents to ALDOT for the project award.

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

Mail Correspondence contact:

Mr. D.E. Phillips, Jr., P.E.

State Local Transportation Engineer Alabama

Department of Transportation 1409 Coliseum Blvd.Montgomery, Alabama 36110-2060

Additional instructions/notes: N/A

October 8, 2019

Mr. D.E. Phillips, Jr., P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Blvd.
Administrative Building, Room D-101
Montgomery, AL 36110-2060

**Re: HRRR-0219(253) – BCP0206418
2019 High Risk Rural Roads Program for Unshielded Bridge Ends
Baldwin County
Award and Warrant Payable**

Dear Sir:

This is to advise that the Baldwin County Commission concurs in the award of the contract to C&H Construction Services LLC. Daphne, AL, for the construction of the above referenced project.

Also, attached is the County's check in the amount of \$35,323.70 for the County's participation in this project.

If you have any questions, please contact Joey Nunnally, P.E. County Engineer, at (251) 937-0371.

Sincerely,

Charles F. Gruber, Chairman
Baldwin County Commission

cc: Joey Nunnally, P.E. County Engineer



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

October 7, 2019

Chair, Baldwin County Commission

RE: HRRR-0219(253)
BCP 02-64-18
Baldwin County

Dear Chairman

We are attaching a copy of the bid tabulations received by the State of Alabama Department of Transportation for the above project at the letting of **September 27, 2019**.

Upon review, the unit prices of the low bidder appear to be in line with bid prices for comparable work. The total bid for all the items of work seem reasonable.

This is to advise Baldwin County that the Alabama Department of Transportation will award the contract to C & H Construction Services, LLC, Daphne, AL, the low bidder. If the county agrees, please use the attached template to send this office a concurrence of award letter.

To satisfy the State of Alabama Department of Transportation Standard Specifications, the project must be awarded within thirty (30) calendar days after the opening of the proposals.

As the County is obligated to submit the local match before the award is made, it is imperative the matching funds are submitted to this office by Wednesday, **October 23, 2019**. Please see the enclosed invoice.

Sincerely,

D.E. Phillips, P.E.
State Local Transportation Engineer

DEP:dl

Attachment(s)

cc: Matthew Ericksen, P.E. (SW Region Engineer)
Don Powell, P.E. (Mobile Area Operations Engineer)
Clay McBrien, P.E. (Ms. Lori Coleman)
Kelly Brendle, Chief Financial Officer (Ms. Tamiko Jordan)
Joey Nunally, P.E. (Baldwin County Engineer)
File

INVOICE
ALABAMA DEPARTMENT OF TRANSPORTATION

Date: October 7, 2019

Bill To: **Chair, Baldwin County Commission**

PLEASE NOTE: Make Remittance Payable to: **Alabama Department of Transportation**

Address Remittance to: **D.E. Phillips, P.E.**
State Local Transportation Engineer
Alabama Department of Transportation
Administrative Building
1409 Coliseum Blvd., Room 110
Montgomery, AL 36110-2060

Baldwin County FEIN [REDACTED]	
Construction Costs plus E & I and Indirect Cost for: Guardrail installations on CR-87 over Styx River (Site 1); on Hoyle Bryars RD over I-65 (Site 2); and on Scranage RD over Horseneck Creek (Site3)	
HRRR-0219(253); BCP 02-64-18	
HRRR Funds	\$269,053.50
BRZ Funds	\$166,383.00
	\$ 67,346.80
County Funds Due	\$ 35,323.70

COUNTY FUNDS DUE: ----- \$ 35,323.70

See agreement dated: **May 2, 2019**

Authorized: **August 30, 2019**

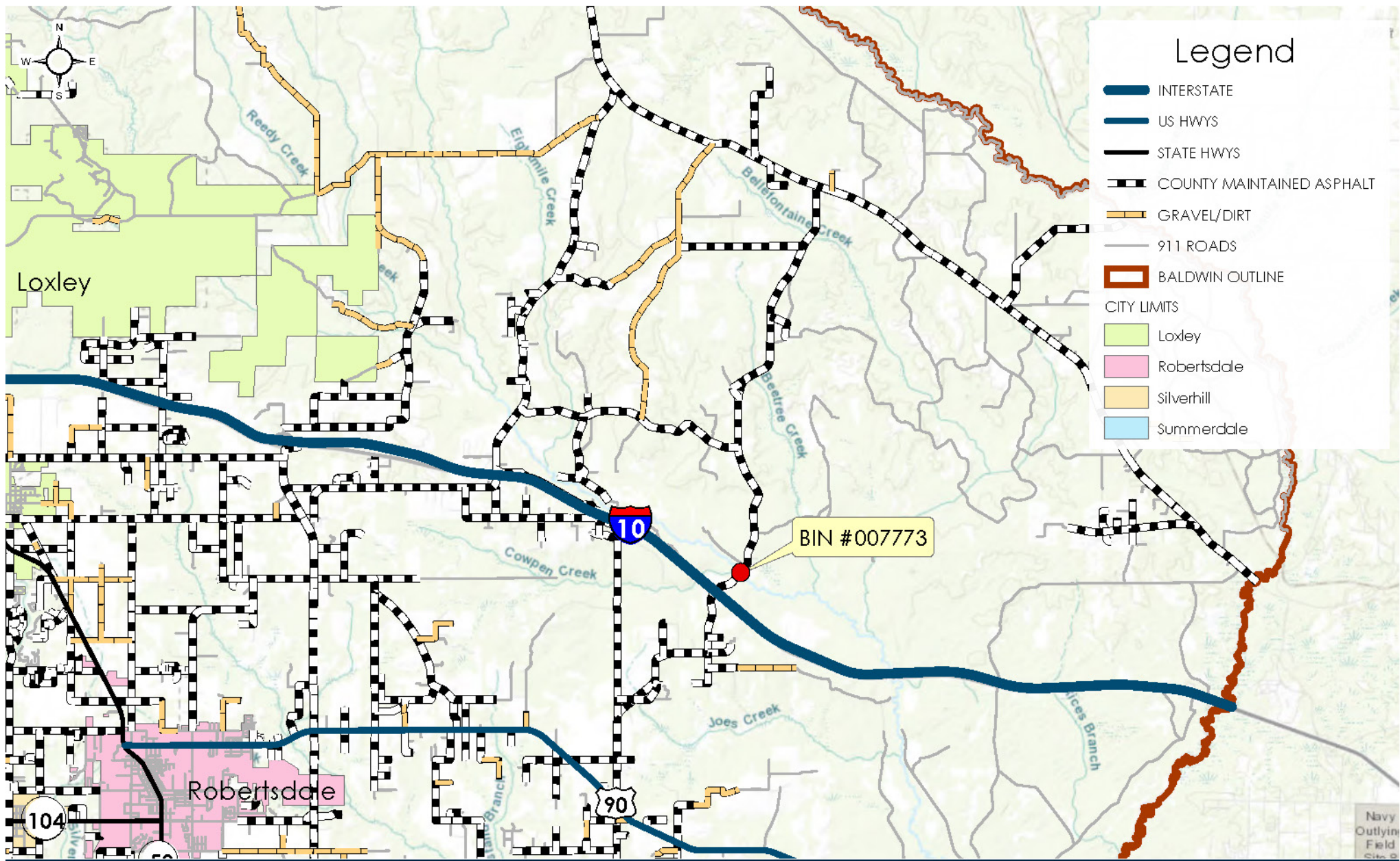
STATE OF ALABAMA, MONTGOMERY COUNTY: Personally appeared the undersigned and made oath in due form of law that the within account is correct, due and unpaid.

Sworn and subscribed to before me:

Claimant's Signature

2019

Notary Public

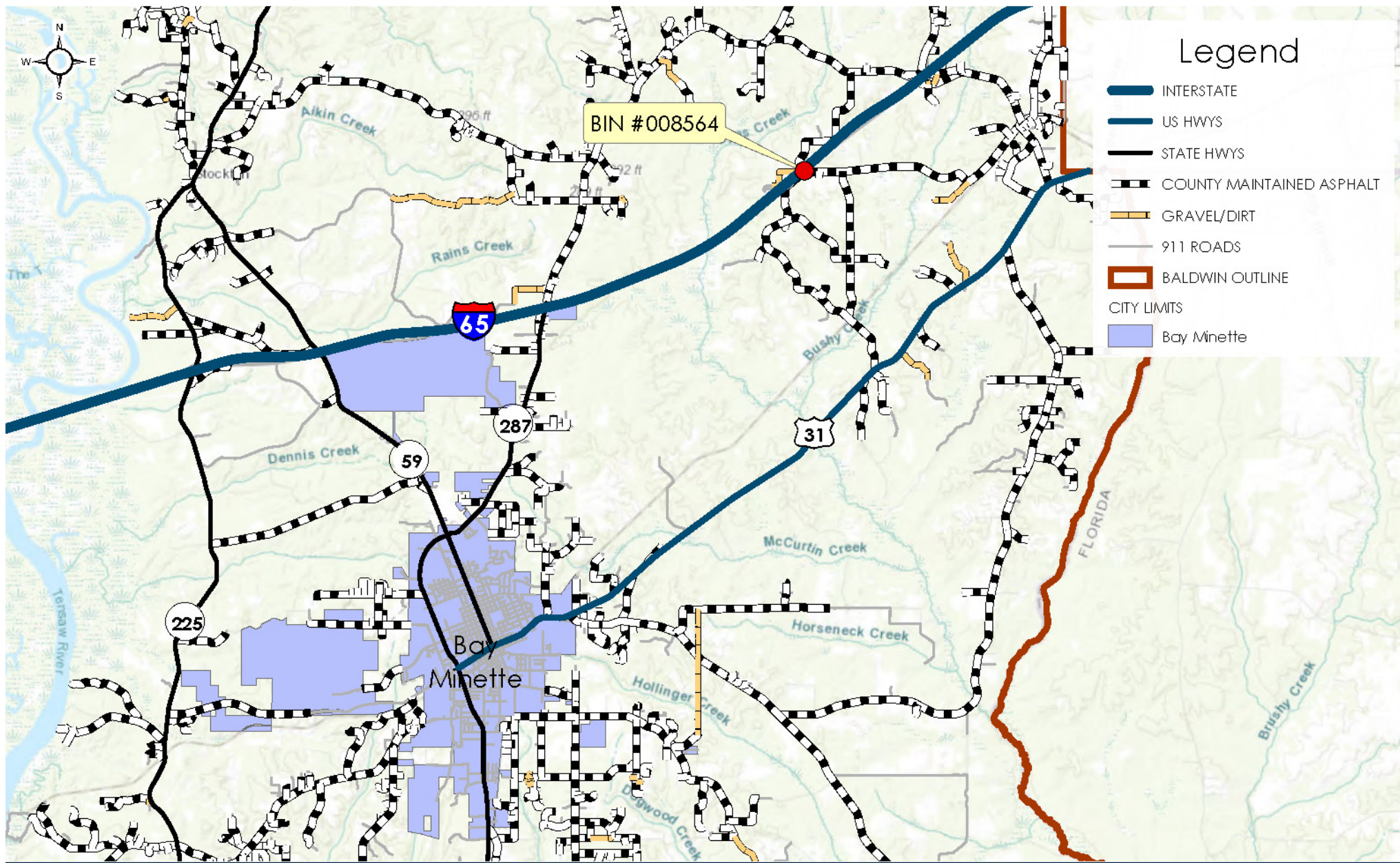


County Rd 87 Bridge over Styx River Guardrail Replacement - BIN #007773

Baldwin County
Highway Department 2018



0 8.5 Miles



Hoyle Bryars Rd over I-65

Guardrail Replacement - BIN #008564

Baldwin County
Highway Department 2018



0

8.5 Miles



Baldwin County Commission

Agenda Action Form

File #: 19-2226, **Version:** 1

Item #: GM3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/15/2019

Item Status: New

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

Mike Campbell, Engineering Technician I

Submitted by: Kristen Rawson, Office Manager

ITEM TITLE

License Agreement No. 19013 - 3rd Street Right-of-way in Montrose

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute License Agreement No. 19013 permitting Burgess A. Thomasson Jr. and Thomasson Trust A, U/A DTD 2-24-75, Trustees A. Daniel Thomasson and Leigh Thomasson Brown, to clear underbrush and a few small trees on 3rd Street, from end of pavement south 2,106 feet, to access their properties. (This agreement is only valid for clearing to access the property. The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 p.m. on February 28, 2020. License for Maintenance shall be indefinite according to the terms of the agreement.)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Licensee is requesting to obtain access to the right-of-way for the purpose of clearing 20 feet wide and 2,106 feet long of underbrush and a few small trees less than 12 inches in diameter to access their properties. The Licensee shall have the right-of-way surveyed and erosion control installed prior to performing work.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes.

Reviewed/approved by: County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff will have license agreement executed by the Chairman and the original forwarded to the County Engineer.

Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

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

Additional instructions/notes: N/A

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Burgess A. Thomasson Jr. and Thomasson Trust A, U/A DTD 2-24-75, Trustees A. Daniel Thomasson and Leigh Thomasson Brown** ("Licensees"), with an address at **P.O Box 3102 Daphne, Alabama 36526**.

WITNESSETH:

WHEREAS, Licensor is the governmental agency with authority to grant this license for the real property described as **Third Street right-of-way from end of pavement to 2,106 feet South** and more particularly as shown on **Site map and Vicinity map** attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: **Clearing 20 feet wide on the east side of the right-of-way and 2,106 feet long of underbrush and a few small trees less than 12" in diameter to access their properties. The Licensee shall have the right-of-way surveyed/staked and erosion control installed prior to performing work. This agreement is only valid for clearing to access the property. Any further development shall not be allowed until a new agreement is obtained,** and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. **Grant of License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Burgess A. Thomasson Jr. and Thomasson Trust A, U/A DTD 2-24-75, Trustees A. Daniel Thomasson and Leigh Thomasson Brown,** a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to **clear underbrush and a few small trees**. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

3. **Property.** The real property subject hereto is limited to and sufficiently described as: **Third Street right-of-way from end of pavement to 2,106 feet South**. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. **Term of License (Installation and Maintenance).** The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **February 28, 2020**. Maintenance shall be indefinite according to the terms of this Agreement, or until modified by agreement with the County.

5. **Condition of License Area: Assumption of Risk.** Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All

liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

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

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor

shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

LICENSEES:

BURGESS A. THOMASSON JR.

_____/_____
Burgess A. Thomasson, Jr. /Date

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Burgess A. Thomasson, Jr. is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

THOMASSON TRUST A, U/A DTD 2-24-75,
TRUSTEES A. DANIEL THOMASSON AND LEIGH
THOMASSON BROWN

_____/_____
A. Daniel Thomasson /Date

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that A. Daniel Thomasson is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

_____/_____
Leigh Thomasson Brown /Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Leigh Thomasson Brown, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

LICENSOR:

ATTEST:

BALDWIN COUNTY, ALABAMA

_____/_____
Wayne Dyess /Date
County Administrator

_____/_____
Charles F. Gruber /Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber and Wayne Dyess, as Chairman and County Administrator of the Baldwin County Commission, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily on the day the same bears date.

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My Commission Expires: _____

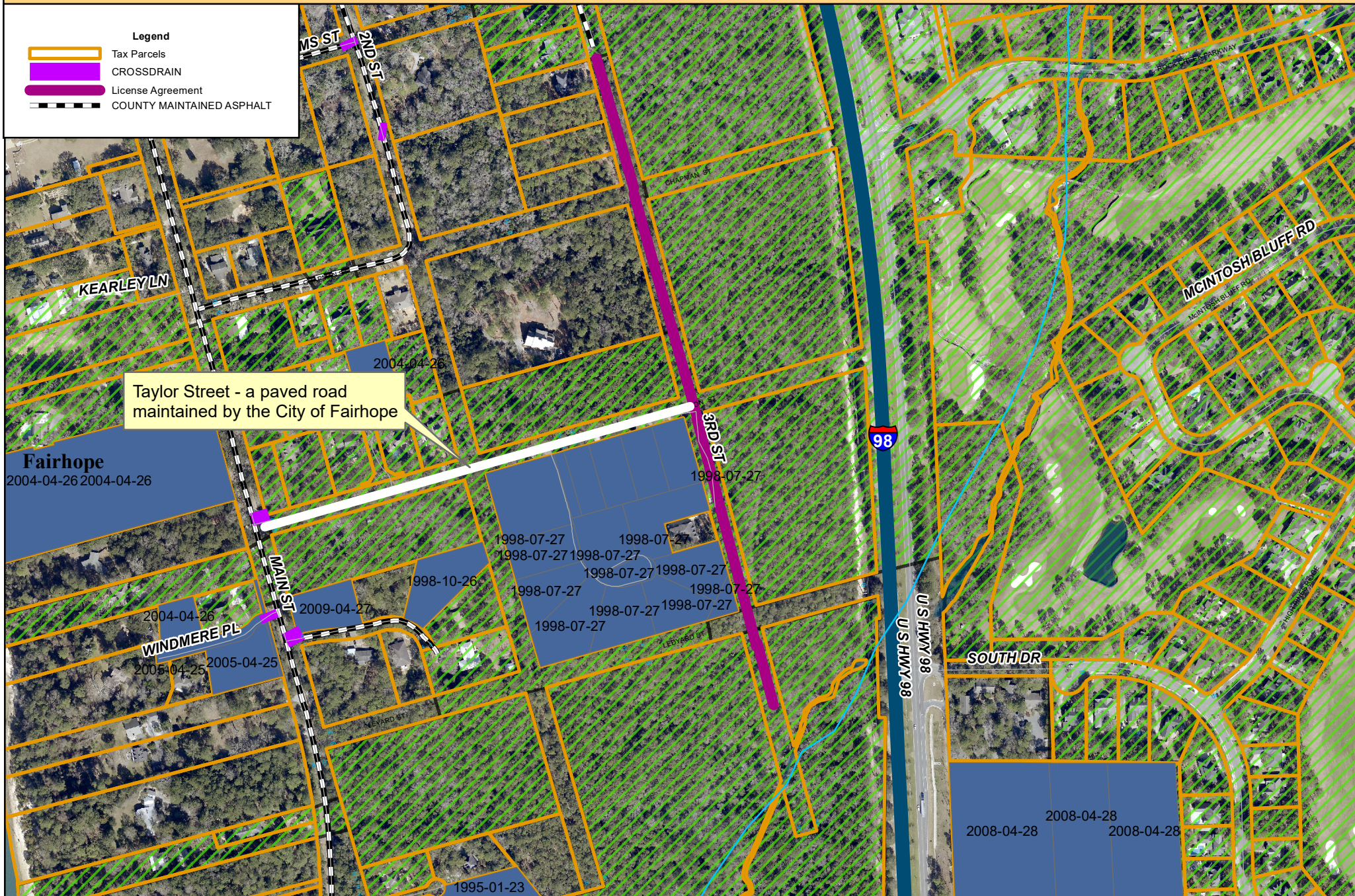


LA # 19013 3rd Street Montrose Site Map



- Legend**
- Tax Parcels
 - CROSSDRAIN
 - License Agreement
 - COUNTY MAINTAINED ASPHALT

Taylor Street - a paved road
maintained by the City of Fairhope





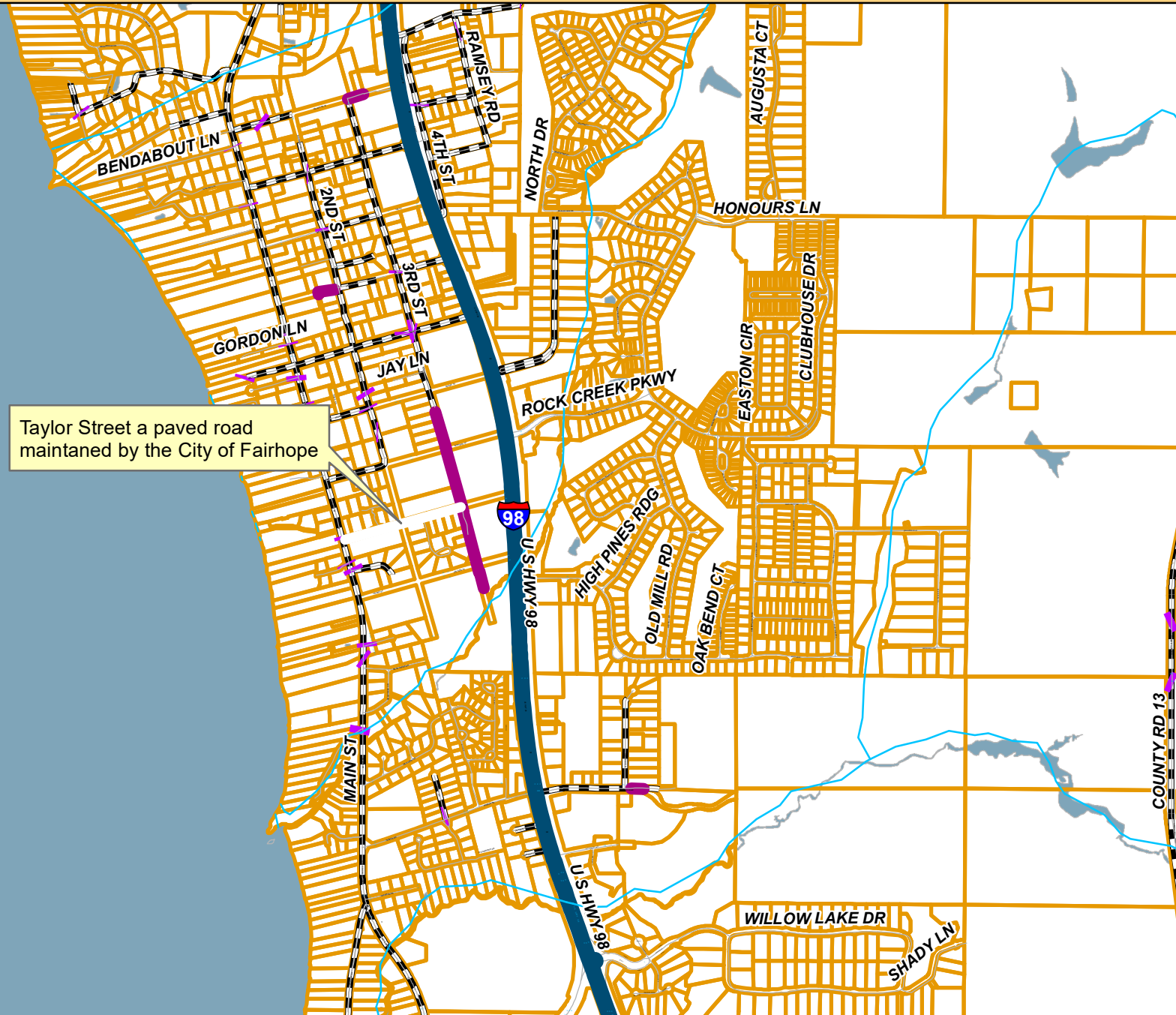
LA # 19013 3rd Street Montrose Vicinity Map



Legend

- Tax Parcels
- CROSSDRAIN
- License Agreement
- COUNTY MAINTAINED ASPHALT

Taylor Street a paved road
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10/3/2019

4Bce
WD
VJ
RC

Baldwin County Highway Department
Permit Division
P.O. Box 220
Silverhill, AL 36576
Fax: (251) 937-0227

RECEIVED
OCT 01 2019
BY: BP

LETTER SENT VIA FAX AND REGULAR MAIL

Re: **Application for License to Clear Unopened Right-of-Way**
Case Number #LA-19013

To Whom It May Concern:

I am responding to the notice I received regarding Burgess Thomasson's and the Thomasson Trust's request for a license allowing them the right to clear a 20-foot by 2,330-foot path to provide access to their property located to the east of 3rd Street. I understand that this request will be considered during a meeting of the Baldwin County Commission Work Session scheduled for October 8th, 2019, which I plan to attend.

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Mr. Larry Chason, who spoke on behalf of the Thomasons in meetings with the City of Fairhope Planning Commission, has acknowledged as much. He told the Planning Commission on several occasions that there is no plan to open these existing rights of ways or to connect a future development to Montrose. Mr. Chason went so far as to propose a Planned Unit Development (PUD) to the City of Fairhope's Planning Commission for this future development. That plan did not include any access to 3rd Street or any of its parallel streets, and the City adopted this PUD in February of 2017. Moreover, past County Commissioners have expressed that there is no plan by the County to open these rights of ways for the same reasons.

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Sincerely,

JAMES P. COLEMAN, III

For Andrew & Sharon McCullough
7370 Taylor Street
Fairhope, AL 36532

October 3, 2019

Baldwin County Highway Department
Permit Division
P.O. Box 220
Silverhill, AL 36576
Fax: (251) 937-0227



LETTER SENT VIA FAX AND REGULAR MAIL

Re: **Application for License to Clear Unopened Right-of-Way
Case Number #LA-19013**

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Sincerely,

Lynnette and Russell Brown

23291 Third St.

Montrose AL 36559

10/5/2019

RECEIVED
OCT 07 2019

BY: BP

Baldwin County Highway Department
Permit Division
P.O. Box 220
Silver Hill, AL 36576
Fax: (251) 937-0227

4BCC
WD
VJ
RC

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Case Number #LA-19013

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Sincerely,

Wayne and Linda McCullough
7388 Taylor Street
Fairhope AL 36535

251-510-1373

October 6, 2019

Baldwin County Highway Department
Permit Division
P.O. Box 220
Silverhill, AL 36576
Fax: (251) 937-0227



LETTER SENT VIA FAX AND REGULAR MAIL

Re: **Application for License to Clear Unopened Right-of-Way
Case Number #LA-19013**

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Sincerely,

A handwritten signature in black ink, appearing to read "Mark Mathias", with a stylized, flowing script.

Mark Mathias

W. Paul Klutes
108 Alsway Court
Fairhope, AL 36532
PaulKlutes@gmail.com
(952) 443-2475

October 7, 2019

Baldwin County Highway Department

Permit Division

P.O. Box 220

Silverhill, AL 36576

Fax: (251) 937-0227

LETTER SENT VIA FAX AND REGULAR MAIL

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Sincerely,



Paul and Kristen Klutes

108 Alsway Ct.
Fairhope, AL 36532

106 Alsway Court
Fairhope AL 36532
(541) 232-0982

7th October, 2019

Baldwin County Highway Department
Permit Division
P.O. Box 220
Silverhill, AL 36576
Fax: (251) 937-0227

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Yours sincerely,



Theodore & Laurelle Gardner
(Laurelle_gardner@hotmail.com)

Robert Clark Day

October 7, 2019

Dear Members of the Baldwin County Highway Department,
19013

My husband and I bought our property on 3rd Street in Montrose in 1987. We chose this lovely property because of its quiet, peaceful beauty. The narrow tree-lined lanes were a perfect fit for us. My husband is handicapped physically and has always been able to use 3rd Street, which is "level", for his daily outdoor exercise. We are afraid that clearing the right away would eventually lead to opening 3rd Street to Highway 98. This would be devastating to us. This would totally disrupt everything we love and enjoy about Historic Montrose. Please consider the relaxed lifestyle we came here for. Help us protect this quaint Historic area from through traffic. Please deny the Thomasson's application # 19013.

Thank you,

Cynthia and Robert Day

ORDINANCE NO. 1596

**AN ORDINANCE AMENDING ORDINANCE NO. 1253
KNOWN AS THE ZONING ORDINANCE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA as follows:

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of Burgess A. Thomasson, Jr. generally located on the west side of US Hwy. 98 from the south side of Adams Street to just south of Ledyard Street, Fairhope, Alabama.

TAX PARCEL 05-43-09-32-0-000-058.000
05-43-09-32-0-000-059.000
05-43-09-32-0-000-064.000
05-43-09-32-0-000-066.000
05-43-09-43-0-000-023.000

Legal Description: (Case number ZC 15.12)

LOTS 2 AND 3 OF BLOCK ONE OF THE VILLAGE OF MONTROSE AS PER A PLAT THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA.

AND

BLOCK 18 OF THE VILLAGE OF MONTROSE AS PER A PLAT THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA.

AND

ALL THAT PART OF BLOCK 19 OF THE VILLAGE OF MONTROSE AS PER A PLAT THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, LYING WEST OF U.S. HIGHWAY 98.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH CRIMPED IRON PIPE AT THE NORTHWEST CORNER OF BLOCK 19 OF THE VILLAGE OF MONTROSE AS PER A PLAT THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 15 DEGREES 10 MINUTES 21 SECONDS EAST, ALONG THE WEST MARGIN OF SAID BLOCK 19 (AND THE EAST MARGIN OF 3RD STREET), A DISTANCE OF 667.23 FEET TO A ONE INCH CRIMPED IRON PIPE AT THE SOUTHWEST CORNER OF SAID BLOCK 19; THENCE RUN NORTH 75 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 201.20 FEET TO A ONE INCH CRIMPED IRON PIPE ON THE WEST MARGIN OF U.S. HIGHWAY 98; THENCE RUN ALONG THE WEST MARGIN OF SAID U.S. HIGHWAY 98, THE FOLLOWING DESCRIBED COURSES: NORTH 02 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 313.93 FEET; SOUTH 86 DEGREES 59 MINUTES 57 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A CAPPED REBAR (CA 1109LS); NORTH 02 DEGREES 35 MINUTES 46 SECONDS WEST, A DISTANCE OF 299.79 FEET TO A CONCRETE MONUMENT; NORTH 86 DEGREES 50 MINUTES 18 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A CONCRETE MONUMENT;

NORTH 02 DEGREES 48 MINUTES 02 SECONDS WEST, A DISTANCE OF 68.62 FEET TO A CAPPED REBAR (CA 1109LS) AT THE INTERSECTION OF THE WEST MARGIN OF U.S. HIGHWAY 98 AND THE SOUTH MARGIN OF LEDYARD STREET; THENCE RUN SOUTH 74 DEGREES 48 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH MARGIN OF LEDYARD STREET, A DISTANCE OF 339.02 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.06 ACRES, MORE OR LESS.

AND

ALL THAT PART OF BLOCK 20 OF THE VILLAGE OF MONTROSE AS PER A PLAT THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, LYING WEST OF U.S. HIGHWAY 98.

AND

ALL THAT PART OF BLOCK 21 OF THE VILLAGE OF MONTROSE AS PER A PLAT THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, LYING WEST OF U.S. HIGHWAY 98.

AND

ALL THAT PART OF BLOCK 22 OF THE VILLAGE OF MONTROSE AS PER A PLAT THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, LYING WEST OF U.S. HIGHWAY 98.

1. **That**, Attached as "Exhibit A" is an approved site plan. The property must develop in substantial conformance with the approved site plan and supporting documents. Any substantial deviation from the attached site plan, as determined by the Planning Director, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.
2. **That**, the following development regulations shall govern:

Lots: There shall be 77 total lots.

Use: Lots shall be single family residential.

Setbacks:

- 60' lot setbacks shall be as follows: Front – 25', Rear – 25', Side – 5', Street side – 15'.
- Estate lot setbacks shall be as follows: Front – 30', Rear – 30', Side – 10', Street side – 30'.

Principal Structures:

- Maximum lot coverage shall be 40%.
- Building height shall not exceed 35' as measured per the City of Fairhope Zoning Ordinance.

Accessory Structures:

- Maximum lot coverage shall be 25% of the required rear yard.
- Building height shall not exceed 30' as measured per the City of Fairhope Zoning Ordinance.
- Setbacks shall be as follows: Rear – 5", Side – 10', Street side – 20', Separation from principal structure – 10'.

Buffers: All buffers labeled on the Site Plan shall remain natural, with the exception that where a visual buffer does not exist buffer plant materials shall be installed.

Parks: All parks labeled on the Site Plan shall remain undisturbed, except for minimal clearing to construct walking trails.

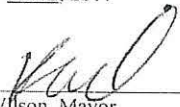
3. **That**, any item not specifically outlined in this ordinance shall meet all City regulations and ordinances that govern development.

The property is hereby rezoned from R-1 Low Density Single Family Residential District to PUD (Planned Unit Development). This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Severability Clause - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date - This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 12TH DAY OF JUNE, 2017


Karin Wilson, Mayor

ATTEST:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1596 Published in
FAIRHOPE COURIER
on Friday, June 23, 2017
 City Clerk

12 June 2017

Councilmember Boone announced the Personnel Board meeting will be held Thursday at 7:15 a.m. and invited everyone to join them.

Bill Nixon with Pioneer Athletics presented Recreation Director Tom Kuhl with the "Field of Excellence" award for the third year. Mr. Nixon stated there are over 5,000 entities that Pioneer Athletics does business with each year; and 1,500 entities apply for this designation. He said Fairhope's field is the best field he has ever walked on; and has been in Pioneer's calendar twice already.

* Planning Director Wayne Dyess addressed the City Council and explained the proposed rezone from R-1 to a Planned Unit Development. He stated Staff supports the PUD, but does not agree with the adoption of the ordinance being contingent with the conservation easement. Mr. Dyess stated the "Site Plan" would take care of this issue which is between the developer and the residents.

Councilmember Boone moved for final adoption of Ordinance No. 1596, an ordinance to Amend Zoning Ordinance No. 1253 and Request to rezone the property of Burgess A. Thomasson, Jr. from R-1 Low Density Single Family Residential District to PUD (Planned Unit Development). This property is generally located on the west side of Adams Street to just south of Ledyard Street, Fairhope, Alabama. Parcels No. 05-43-09-32-0-000-058.000, 05-43-09-32-0-000-059.000, 05-43-09-32-0-000-064.000, 05-43-09-32-0-000-066.000, and 05-43-09-43-0-000-023.000. (Introduced at the May 18, 2017 City Council Meeting) The motion was seconded by Councilmember Conyers not contingent upon the conservation easement. Council President Burrell asked Councilmember Boone if he would like to amend his motion as stated by Councilmember Conyers.

Councilmember Boone withdrew his initial motion; and moved to amend the ordinance by removing number 5 from the Planning Commission's recommendation as a contingency: "the City Attorney shall review the conservation easement to assure it is kept in perpetuity as a park." The motion was seconded by Councilmember Conyers as amended.

Council President Burrell stated he appreciated the residents working with the developers; and how Ms. Quinn helped steer the community with how they wanted this developed. He said this eliminated ingress and egress for the subdivision; and the Comprehensive Plan is being ignored. Ms. Quinn responded that it would have required streets in Montrose to be widened; and the one-way streets would be eliminated. She said the 60 foot right-of-ways would have been reduced to 30 foot right-of-ways. Councilmember Robinson commented that variations for this development were not pretty; and this is a great compromise for all involved.

After further discussion, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

18 May 2017

Mayor Wilson also mentioned the City would be launching a Blog next week which will be incorporated with the new website.

Councilmember Robinson commented we have had a great couple of weeks in Fairhope; and he said, "The Little Mermaid" was wonderful.

Councilmember Conyers thanked everyone for attending the Eastern Shore Repertory's production of "The Little Mermaid." He said there were three performances; and applauded Erin Langley and Doug Scott. Councilmember Conyers stated this was a testament to how well they train. He said that school will be out next week; and Monday will be Memorial Day.

Councilmember Brown said he also attended the Eastern Shore Repertory Theatre's production on the Bluff. He said this is an asset to Fairhope. He mentioned Chive Talkin' won the Fairhope Rotary Steak Cookoff. Councilmember Brown said good luck to the graduating Class of 2017; and Happy Memorial Day to everyone.

Councilmember Burrell said that Sunset Rotary won the People Choice Award at the Fairhope Rotary Steak Cookoff.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Robinson introduced in writing an ordinance to rezone the property of Burgess A. Thomasson, Jr. from R-1 Low Density Single Family Residential District to PUD (Planned Unit Development). This property is generally located on the west side of Adams Street to just south of Ledyard Street, Fairhope, Alabama. Parcels No. 05-43-09-32-0-000-058.000, 05-43-09-32-0-000-059.000, 05-43-09-32-0-000-064.000, 05-43-09-32-0-000-066.000, and 05-43-09-43-0-000-023.000. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance. Council President Burrell questioned the conservation easement as a Preserve and/or Park. He stated this is a steep slope and not always amenities. Mr. Dyess recommending removing No. 5: The City attorney shall review the conservation easement to assure it is kept in perpetuity as a park. He stated the Site Plan of the PUD will be followed. The density of the proposed PUD was questioned by Councilmember Brown. Mr. Dyess stated this will be moderate density with proposed single family residential.

Council President Burrell opened the Public Hearing at 6:22 p.m.

- 1) Steve Pumphrey with Dewberry/Preble-Rish addressed the City Council and said he had met with adjacent property owners and staff. He commented the access will only be from Highway 98. The 18 acres to the South has steep grades; and there are other parks and buffer areas. He said the right-of-ways are not open; and they listened to the residents with the property being heavy wooded with many buffers.

18 May 2017

- 2) Diane Thomas, 23389 Main Street, addressed the City Council on behalf of Debbie Quinn and other residents. She stated they are pleased with this plan for the following three reasons: there is only one entrance, thru streets will not be open, and most important was the open space. She said this plan is the best opportunity to protect this area.
- 3) Larry Chason, applicant for owner, addressed the City Council and stated Thomasson was nice and cooperative. Mr. Thomasson did not want to see the property abused; and submitted three different plans. He said commercial was not accepted by the residents; and topographic issues were caused by erosion by other developments. He commented the open space will be a tremendous amenity; and this will be a custom type development with tree cover. He said an attractive development; an upper end development with large custom homes.

Council President Burrell questioned what are owners or your thought about removing No. 5 as Mr. Dyess recommended. Mr. Chason said the owners would get a tax credit with the conservation easement; and it would insure the property would never get developed. Councilmember Conyers stated if they are willing to put a conservation easement in there, why remove it. Council President Burrell asked about the LID requirements. Mr. Dyess said these would be based on the topography of the land. He stated at the preliminary meeting the engineer would have to request a waiver if there is no way to meet all of the requirements.

No one present opposed the proposed ordinance, the Public Hearing closed at 6:41 p.m.

In order to take immediate action, Councilmember Conyers moved for immediate consideration. Seconded by Councilmember Robinson, motion for immediate consideration failed for lack of a unanimous vote of the City Council. this ordinance will layover until the June 12, 2017 City Council meeting.

Councilmember Brown moved to approve the Site Plan property requested by Request of Century Construction, on behalf of Hunt Hapworth, for approval of Eastern Shore Healthcare Advocacy building – located on the East side of Greeno Road just south of Gayfer Road, at 230 N. Greeno Road; and approved contingent upon conditions recommended by the Planning Commission. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution accepting all of Fairhope's public utilities located in right-of-ways within Red Barn Road Estates for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Red Barn Road Properties, LLC. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**CITY OF FAIRHOPE
CITY COUNCIL COVER SHEET**

May 18, 2017

ZC 15.12	Public Hearing to consider the request of Larry Chason of Chason & Earl Real Estate to rezone property from R-1 Low Density Single Family Residential District to PUD (Planned Unit Development). The property is located on the west side of US Hwy. 98 across from the entrance of Rock Creek.
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STAFF INTERPRETATION:

The subject property is currently zoned R-1 (Low Density Single Family Residential District) and located in the City of Fairhope. The property consists of approximately 53.94 acres and per the applicant's narrative, there are 17 platted lots currently. The applicant is requesting to rezone the subject property to PUD (Planned Unit Development). On October 5, 2015 the applicant presented the Planning Commission with an Informal Review of two potential development designs consisting of multi-family and commercial components for the subject property. The response from Commissioners and the surrounding property owners was unfavorable for both plans presented. The applicant met with Montrose residents and came back before the Commission on March 7, 2016, for additional feedback between a traditional R-1 layout, a cluster design, or a combination of the two styles. The residents objected to proposed improvements and additional traffic on the existing right-of-ways. The Commissioners recommended more buffers and natural greenspace be incorporated and the character of the surrounding neighborhood be maintained. The plan currently under review appears to embrace the concerns of the Commission and residents.

Based on the comments received during the Informal Review process, the applicant has redesigned the site and the proposed layout consists of 77 single family residential lots in a cluster style design. There are 6 estate lots which range from 44,284 to 32,164 square foot. Forty 60'x135'-150' lots and 31 60'x115' lots are proposed. The proposal includes approximately 29.92 acres of open space and one acre of detention area, for a total site density of approximately 1.4 units per acre.

The setbacks for the 60' lots are as follows: front – 25', rear – 25', side – 5', and street side – 15'. The estate lot setbacks are proposed as follows: front – 30', rear – 30', side – 10', and street side – 30'.


*Packet sent to Lisa
Via email. EB*

ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. 1253
KNOWN AS THE ZONING ORDINANCE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA
as follows:

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005,
together with the Zoning Map of the City of Fairhope, be and the same hereby is
changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City
of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of Burgess A. Thomasson, Jr. generally located on the west side of US
Hwy. 98 from the south side of Adams Street to just south of Ledyard Street, Fairhope,
Alabama.

TAX PARCEL 05-43-09-32-0-000-058.000

05-43-09-32-0-000-059.000

05-43-09-32-0-000-064.000

05-43-09-32-0-000-066.000

05-43-09-43-0-000-023.000

Legal Description: (Case number ZC 15.12)

LOTS 2 AND 3 OF BLOCK ONE OF THE VILLAGE OF MONTROSE AS PER A PLAT
THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE
JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA.

AND

BLOCK 18 OF THE VILLAGE OF MONTROSE AS PER A PLAT THEREOF
RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE JUDGE OF
PROBATE OF BALDWIN COUNTY, ALABAMA.

AND

ALL THAT PART OF BLOCK 19 OF THE VILLAGE OF MONTROSE AS PER A PLAT
THEREOF RECORDED IN DEED BOOK "E". PAGE 388 OF THE RECORDS OF THE
JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, LYING WEST OF U.S.
HIGHWAY 98.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

develop in substantial conformance with the approved site plan and supporting documents. Any substantial deviation from the attached site plan, as determined by the Planning Director, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.

2. **That**, the following development regulations shall govern:

Lots: There shall be 77 total lots.

Use: Lots shall be single family residential.

Setbacks:

- 60' lot setbacks shall be as follows: Front – 25', Rear – 25', Side – 5', Street side – 15'.
- Estate lot setbacks shall be as follows: Front – 30', Rear – 30', Side – 10', Street side – 30'.

Principal Structures:

- Maximum lot coverage shall be 40%.
- Building height shall not exceed 35' as measured per the City of Fairhope Zoning Ordinance.

Accessory Structures:

- Maximum lot coverage shall be 25% of the required rear yard.
- Building height shall not exceed 30' as measured per the City of Fairhope Zoning Ordinance.
- Setbacks shall be as follows: Rear – 5", Side – 10', Street side – 20', Separation from principal structure – 10'.

Buffers: All buffers labeled on the Site Plan shall remain natural, with the exception that where a visual buffer does not exist buffer plant materials shall be installed.

Conservation Easement: The conservation easement shall be kept in perpetuity as a park.

Parks: All parks labeled on the Site Plan shall remain undisturbed, except for minimal clearing to construct walking trails.

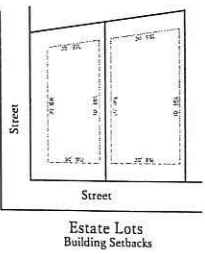
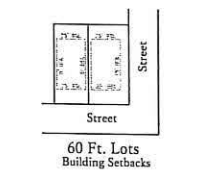
3. **That**, any item not specifically outlined in this ordinance shall meet all City regulations and ordinances that govern development.

The property is hereby rezoned from R-1 Low Density Single Family Residential District to PUD (Planned Unit Development). This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that



CDP#	ACRES	TRK	TRK	CDP#	ACRES
010	28.20	18.88	18.88	020	1.77
011	13.75	18.88	18.88	021	1.77
012	20.00	18.88	18.88	022	1.77
013	13.75	18.88	18.88	023	1.77
014	13.75	18.88	18.88	024	1.77
015	13.75	18.88	18.88	025	1.77
016	13.75	18.88	18.88	026	1.77
017	13.75	18.88	18.88	027	1.77
018	13.75	18.88	18.88	028	1.77
019	13.75	18.88	18.88	029	1.77
020	13.75	18.88	18.88	030	1.77
021	13.75	18.88	18.88	031	1.77
022	13.75	18.88	18.88	032	1.77
023	13.75	18.88	18.88	033	1.77
024	13.75	18.88	18.88	034	1.77
025	13.75	18.88	18.88	035	1.77
026	13.75	18.88	18.88	036	1.77
027	13.75	18.88	18.88	037	1.77
028	13.75	18.88	18.88	038	1.77
029	13.75	18.88	18.88	039	1.77
030	13.75	18.88	18.88	040	1.77
031	13.75	18.88	18.88	041	1.77
032	13.75	18.88	18.88	042	1.77
033	13.75	18.88	18.88	043	1.77
034	13.75	18.88	18.88	044	1.77
035	13.75	18.88	18.88	045	1.77
036	13.75	18.88	18.88	046	1.77
037	13.75	18.88	18.88	047	1.77
038	13.75	18.88	18.88	048	1.77
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070	13.75	18.88	18.88	080	1.77
071	13.75	18.88	18.88	081	1.77
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078	13.75	18.88	18.88	088	1.77
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080	13.75	18.88	18.88	090	1.77
081	13.75	18.88	18.88	091	1.77
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083	13.75	18.88	18.88	093	1.77
084	13.75	18.88	18.88	094	1.77
085	13.75	18.88	18.88	095	1.77
086	13.75	18.88	18.88	096	1.77
087	13.75	18.88	18.88	097	1.77
088	13.75	18.88	18.88	098	1.77
089	13.75	18.88	18.88	099	1.77
090	13.75	18.88	18.88	100	1.77

SITE SUMMARY	
Total Area	53.94 Ac
Total Lots	77
Density	1.4 / Acre
Open Space	29.92 Ac (55.5%)
Streets	4,359 L.F.
Max. Height	35 Ft.
Max. Coverage	40%



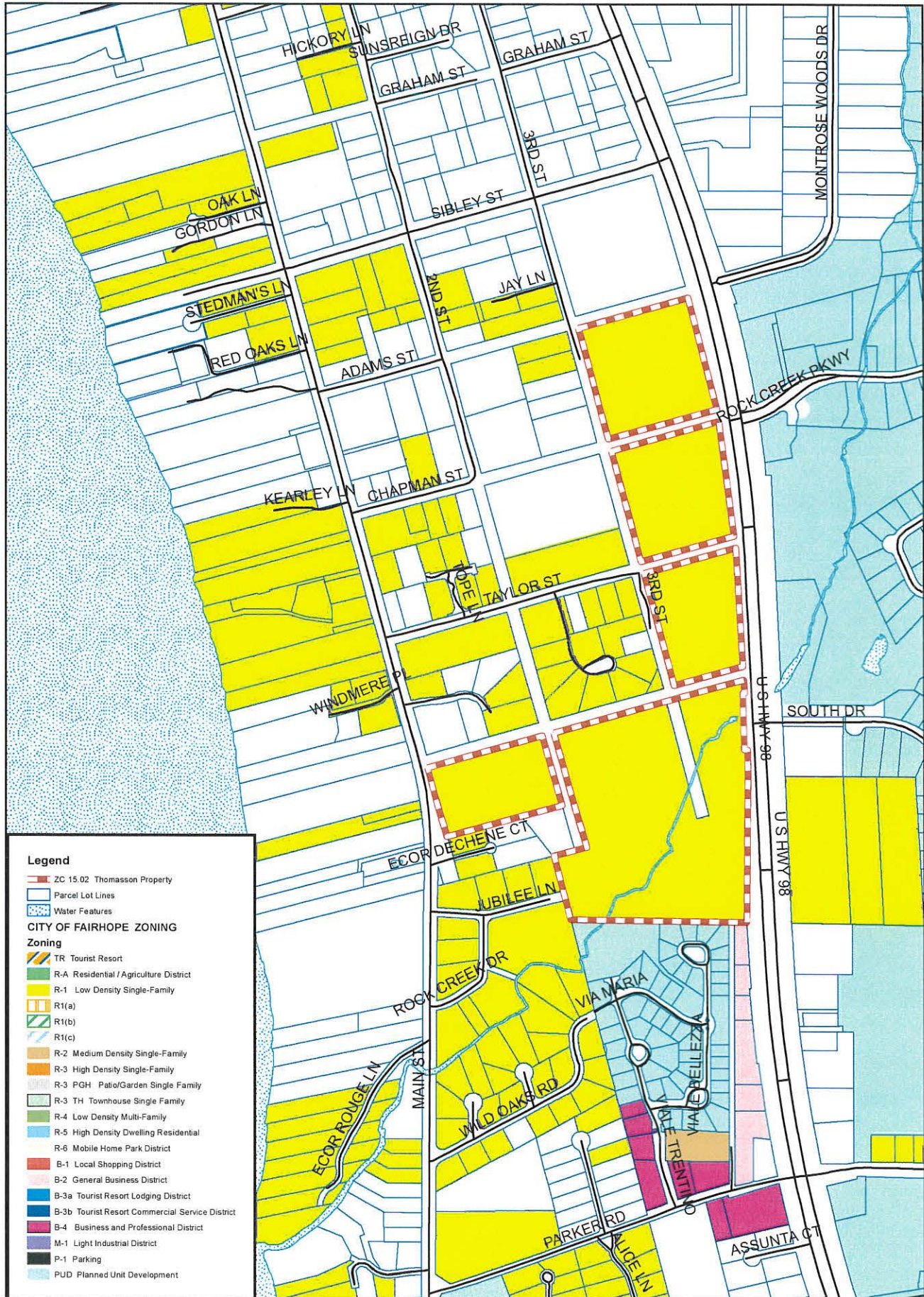
Montrose
Preserve
SPR PLAN

Dewberry | PREBLE-RISH

5945 Bellona Ave. | Daphne, AL 36526
251-994-9920 | fax 251-994-9940 | info@preble-rish.com

0 100 200 300

ZC 15.12 Thomasson PUD



Parcel No.: 05-43-09-32-0-000-058.000, - 059.000, - 064.000, - 066.000
05-43-09-43-0-000-023.000



ZC 15.12 Thomasson PUD



Parcel No.: 05-43-09-32-0-000-058.000, - 059.000, - 064.000, - 066.000
05-43-09-43-0-000-023.000



COF GIS
Planning Dept.
02 / 2016
dp



VIA E-MAIL WITH ATTACHMENTS

October 11, 2019

Mr. Wayne Dyess, AICP
County Administrator
Baldwin County Commission
322 Courthouse Square Suite 12
Bay Minette, AL 36507

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, AICP

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

RE: City of Fairhope Zoning Case Number ZC 15.12 Thomasson PUD in proximity of proposed License Agreement 19013

Dear Wayne,

Thank you for your call regarding proposed License Agreement 19013 in the Montrose community of Fairhope, AL. The proposed license agreement requests "clearing 20 ft wide and 2,330 ft long of underbrush and a few small trees less than 12" in diameter to access their properties". The Baldwin County Highway Department verified the area to be cleared is the unopened and unimproved 3rd Street Right-of-Way (ROW) from the end of pavement to Rock Creek.

The area proposed for clearing is in close proximity to the Thomasson Planned Unit Development (PUD) adopted by the Fairhope City Council on June 12, 2017. A citizen that received notice of proposed License Agreement 19013 inquired to City of Fairhope staff regarding county-owned ROWs affected by the Thomasson PUD, and specifically asked if the clearing of 3rd Street was a component of constructing the Thomasson PUD. A reading of the Thomasson PUD ordinance and its supporting drawings does not indicate any clearing, opening, or improvements of 3rd Street, with the exception of an area where a proposed new ROW within the Thomasson PUD crosses the unopened and unimproved 3rd Street ROW. The Thomasson PUD supporting drawings include other crossings of unopened and/or unimproved county ROWs as seen in the attached electronic copy of the Thomasson PUD ordinance. Though the Thomasson PUD was adopted by the Fairhope City Council, a subdivision application which would include plans and profiles of all proposed ROWs within the Thomasson PUD has yet to be submitted to City of Fairhope.

To summarize, neither the Thomasson PUD ordinance nor its supporting drawings include opening or improving unopened and unimproved Baldwin County ROW 3rd Street in the Montrose Community within the City Limits of Fairhope, AL. However, my reading of the Thomasson PUD ordinance does not necessarily preclude opening or improving any county ROWs outside of the Thomasson PUD that have been otherwise approved by the Baldwin County Highway Department and the Baldwin County Commission. I will reiterate that a subdivision application for the Thomasson PUD has not been submitted to City of Fairhope and therefore no review of plans and profiles of proposed ROWs has been conducted. If it is the pleasure of the County Commission to approve proposed License Agreement 19013, City of Fairhope staff respectfully requests

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



VIA E-MAIL WITH ATTACHMENTS

that correspondence be included in the license agreement indicating that the applicant shall request a land disturbance permit from the City of Fairhope prior to commencing with clearing activities.

Please do not hesitate to contact me with questions.

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Respectfully,

J. Buford King
LEED AP, QCI
Development Services Manager
City of Fairhope

CC: Mr. Richard Johnson, PE
Public Works Director
Mr. Erik Cortinas, CBO, CFM, LEED AP
Building Official

161 North Section Street

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